

# **CONTRACT AGREEMENT**

**between**

**COUNTY OF SAN MATEO**

**and**

**Sundt Layton, A Joint Venture**

**for**

**Construction Management Services**

**San Mateo County Replacement Jail Project**

## **DOCUMENTS BOUND HEREWITH**

**Exhibit A: Owner Assignment and Novation Agreement**

**Exhibit B: Project Not to Exceed Cost**

**Exhibit C: Schedule of Rates for Personnel Costs**

**Exhibit D: Allowable Reimbursable Expenses**

**Exhibit E: Project Basic Schedule**

**Exhibit F: RFP, RFSOQ and Answers to submitted questions**

# **COUNTY OF SAN MATEO REPLACEMENT JAIL PROJECT**

## **Construction Management Services Agreement**

This Construction Management Services Agreement (Agreement) is made and entered into this 9th day of May, 2012, by and between the **County of San Mateo (Owner)** and Sundt Layton, A Joint Venture (Construction Manager or CM) for Construction Management Services relating to the San Mateo County Replacement Correctional Facility Project (Project).

### **Recitals**

WHEREAS, pursuant to Government Code Sections 4526 through 4528, Owner wishes to retain Construction Manager to provide professional Construction Management Services for its Replacement Correctional Facility Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

- 1.1** **CONSTRUCTION MANAGER (the CM):** Sundt Layton, A Joint Venture, appointed by the Owner to provide professional Construction Management Services in connection with the Project.
- 1.2** **CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement and Exhibits hereto, Project Plans (including all drawings and details), the Project Manual (including bidding instructions, bid form, Trade contracts, general conditions, special provisions, Trade Bid Package descriptions, procedural manual, exhibits and technical specifications), as approved by Owner.
- 1.3** **COST OF THE WORK:** The term "Cost of the Work" shall mean those costs necessarily and actually incurred by Construction Manager in the proper performance of the Work as expressly set forth in Section 1.1 of Exhibit D, but excluding all costs specified in Section 1.2 of Exhibit D, and further excluding all costs otherwise excluded by the Contract Documents or expressly required by the Contract Documents to be provided by Construction Manager at no additional cost to Owner. Notwithstanding anything to the contrary in the Contract Documents, Construction Manager shall provide the costs in Section 1.1 of Exhibit D at rates that are not higher than those customarily paid at the place of the Project except with the specific and express prior written consent of Owner and any costs exceeding such rates shall not be part of the Cost of the Work.
- 1.4** **DESIGN-BUILD TRADE CONTRACT:** A Trade Contract awarded for both design and construction services for a specified scope of work on the Project within a particular trade. Design-Build Trade Contracts will be awarded on a "best value" basis pursuant to Public Contract Code section 20133, after development of design criteria (not bridging documents) by the A-E. It is

anticipated that the mechanical, electrical, plumbing, and security Trade Contracts will be awarded on a design-build basis.

- 1.5     **DESIGN ERRORS:** Design errors, as used in this Agreement, include only those items that require specific design related engineering calculations necessary to support code compliance or items specified based solely on the professional judgment of the Architect or engineer or code interpretations or regulatory requirements.
- 1.6     **DESIGN PROFESSIONAL (A-E):** The Architects of Record, Hellmuth, Obata & Kassabaum, Inc., for the Project, the organization providing those professional design services associated with construction, alteration, or repair of real property for the Owner.
- 1.7     **FORCE MAJEURE EVENT:** An act of God as defined under Public Contract Code section 7105, civil disobedience, an act of terror, or unavoidable casualties beyond the Construction Manager and Trade Contractors' control, and not due to any act or omission of the Construction Manager or any Trade Contractor, that necessarily extends the Substantial Completion date of the Project.
- 1.8     **GENERAL CONDITIONS.** Those reimbursable expenses for Construction manager's personnel assigned to the Project based on the Staffing Plan and the Fixed Rates established in Exhibit C to this Agreement.
- 1.9     **OWNER:** County of San Mateo.
- 1.10    **ELIGIBLE and NON-ELIGIBLE CHANGE ORDERS:** For the purposes of determining compensation for Change Orders to Trade Contracts, Eligible Change Orders are those attributed to Unforeseen Site Conditions, Force Majeure Events, Owner Requested Changes, Design Errors and omissions. Non-Eligible Change Orders are those attributed to any other reason including but not limited to acceleration to meet Master Construction Schedule unless delays are caused by the Owner or its consultants,
- 1.11    **MASTER CONSTRUCTION SCHEDULE:** Detailed timeline indicating start, finish and durations of each portion of work, for each Trade Bid Package, by building, depicting the relationships of activities and inclusive of milestone completing dates tied to liquidated damages applicable to individual Trade Contractors.
- 1.12    **PROJECT EXECUTIVE (PE):** The Project Executive appointed by the Owner as the Owner's representative to provide planning and program management services in connection with the Project.
- 1.13    **PROJECT:** The construction of the San Mateo County Replacement Correctional Facility.
- 1.14    **PROJECT BUDGET:** The total available funding as set forth by the Owner for the implementation of the Project. It is the intent of the Owner that the Project Budget include all costs for design, engineering, construction, inspection, technical consultants, surveys, testing, project management, project

contingencies, and such administrative costs of the Owner as shall be deemed appropriate.

- 1.15 **PROJECT CONSTRUCTION COSTS:** Project Construction Costs, as used in this Agreement, means the total cost to the Owner of all work designed or specified by A-E, including work covered by approved change orders and/or alternates and all Construction Manager costs, fees and expenses. Project Construction Costs exclude the following: any payments to A-E or other design consultants; any Owner costs for inspections, surveys, testing, entitlement, program management or fees.
- 1.16 **PROJECT TEAM:** The Owner, the Design Professional (A-E), the Construction Manager, each Trade Contractor involved in the Project.
- 1.17 **SERVICES.** All services to be provided by Construction Manager under this Agreement as described in Article 2 of this Agreement, and the Scope of Work set forth in the Request for Proposals attached hereto as Exhibit F (RFP) and incorporated by reference into this Agreement.
- 1.18 **TERM.** All work comprising the Work shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project.
- 1.19 **TRADE BID PACKAGES:** Separation of all work indicated in the Project Construction Documents into separate bid packages for purposes of bidding and constructing Project. Some Trade Bid Packages will be awarded on a design-build basis. The remainder of the Trade Bid Packages will be awarded to the lowest bidder.
- 1.20 **TRADE CONTRACTOR:** Contractors that are awarded individual construction contracts for specific scopes of work on the Project within their particular trade. Trade Contracts for construction work only will be awarded on a lump sum basis, while Trade Contracts for design-build services will be awarded on a "best value" basis pursuant to Public Contract Code section 20133.
- 1.21 **UNFORESEEN SITE CONDITIONS:** When a Trade Contractor or the Construction Manager discovers an unknown, unforeseen or differing site condition, as defined in Public Contract Code section 7104, including any unknown existing conditions on the Project site.

## **ARTICLE 2 REPRESENTATIONS, SERVICES AND RESPONSIBILITIES**

### **2.1 REPRESENTATIONS**

- 2.1.1 Construction Manager represents that it has reviewed this Article 2 and the Scope of Work set forth in the Request for Proposals attached hereto as Exhibit F (RFP), and that in its professional judgment the Work to be performed under this Agreement can be performed for no more than the Not to Exceed Amount set forth in the Compensation Schedule established in Exhibit B, and in accordance with the Master Construction Schedule.

- 2.1.2 Fundamental to the success of this Project is the willingness and ability of Owner, the Architect and its consultants, Construction Manager and the Trade Contractors to participate reliably throughout the preconstruction and construction phases by providing dependable commitments, promises, and information in the best interest of the Project. Construction Manager commits to full engagement of its Project staff to provide the necessary resources to timely and effectively collaborate with other Project Team members and meet its commitments throughout the design and construction process.
- 2.1.3 Construction Manager represents that it is qualified to perform the Work and that it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Work or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Construction Manager also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 2.1.4 Construction Manager represents that it has specialized expertise in the construction of facilities similar to those intended for the Project. Construction Manager agrees that the Work shall be performed in a manner that conforms to the standards of professional practice by a specialist in performing services pertaining to adult detention facilities of similar type and size to the similar to the Project ("Standard of Care"). Construction Manager represents to Owner that it has expertise and experience in pre-construction review, constructability analysis, estimating, management of construction mobilization by multiple Trade Contractors, and supervision; Trade Bid Package preparation and scoping; trade bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects to complete the Project built entirely by Trade Contractors.
- 2.1.5 The granting of any progress payment by Owner, or the receipt thereof by Construction Manager, or any inspection, review, approval or oral statement by any representative of Owner or any other governmental entity, shall in no way waive or limit the obligations in this Article 2 or lessen the liability of Construction Manager for unsatisfactory Work.
- 2.1.6 Construction Manager covenants to provide all reasonable skill and judgment in furthering the interests of Owner in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of Owner. Construction Manager shall be responsible, to the extent described in this Agreement, for ensuring that the Project is properly completed in a competent and professional manner to completion within the Project Construction Costs and within the time frames established in

the Master Construction Schedule. Construction Manager shall use commercially reasonable efforts to incorporate materials and products made in America into the Project.

2.1.7 Work under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Construction Manager. Construction Manager shall conform to Owner's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Owner's request, and shall be supervised by Construction Manager.

2.1.8 Construction Manager agrees that all professional personnel assigned to the Project will be those listed in its proposal, Exhibit C (Proposal) to this Agreement, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Construction Manager and because of the termination of such employment no longer able to provide Work. However, Construction Manager agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of Owner. Any costs associated with replacement of personnel shall be borne exclusively by Construction Manager. Resumes for all listed professional personnel are attached in Exhibit C (Proposal), and by this reference incorporated herein. Owner may condition its approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Construction Manager's cost.

2.1.9 The Construction Manager shall not, nor shall it permit Sundt Construction, Inc. or Layton Construction Co., Inc. to, submit any bid or self-perform any construction work on the Project, including any work involved in any of the Trade Bid Packages (Trade Contracts). Construction Manager shall comply with any and all applicable prevailing wage laws, and Chapter 1 of Part 7, of Division 2, of the California Labor Code.

## 2.2 PRE-CONSTRUCTION PHASE SERVICES

2.2.1 Cost Review. Work shall include preparation of change order estimates, budget assessment and cost containment advice, and contract-bid recommendations.

2.2.2 Construction Contingency: Contingency established in the Project Construction Cost use by the Construction Manager to cover errors and omissions in the Construction Documents that fall within the ordinary standard of care; scope gaps in the Trade Bid Packages due to early bidding and phasing of design; gaps due to early procurement of materials; and coordination of the Work. The Construction Contingency

shall be funded in an amount stipulated in Exhibit B. The Construction Contingency shall be available to Construction Manager upon prior written approval from the Owner. Construction Manager shall not apply the Construction Contingency to any cost, expense or service which Construction Manager is to provide to Owner, or for which Construction Manager has received compensation. Unused amounts of any Construction Contingency or Trade Contract Allowance shall be returned to the Owner.

2.2.3 Owner's Project Contingency: A contingency established within the Owner's separate budget for use exclusively by the Owner to make alterations during design and construction of the Project. The Owner's Project Contingency is not included in the Target Cost.

2.2.4 Trade Contract Allowances: A Trade Contract Allowance is necessary in certain circumstances because the item, components and/or systems are anticipated but undefined at the time that the Trade Contract is entered into, and may require further development by the Architect or other design professionals. Amounts included in Trade Contract Allowances may be expended at the recommendation of Construction Manager, subject to Owner's prior authorization. In the event that any portion of the Trade Contract Allowance is exceeded by approved eligible change orders, the Owner shall increase the allowance to meet the obligation. Any funds that remain after Final Completion of the Project, the remaining amount shall revert 100% to the Owner.

2.2.5 Master Construction Schedule. The Construction Manager shall develop a Master Construction Schedule for the Project, subject to approval by Owner, which shall contain key milestones to be accomplished by the Trade Contractors. The schedule will be incorporated into the bid documents and subsequent trade contracts with successful bidders.

2.2.6 Construction Management Coordination, Constructability, and Cost Review. The Construction Manager shall perform constructability and cost reviews and shall provide input to the Owner relative to means and methods of construction, duration of construction, and constructability of Project Construction Documents. In its review of the contract documents and making any recommendations regarding such documents pursuant to this Agreement, Construction Manager does not assume any responsibility for any of the A-E's Design Errors.

## 2.3 BID AND AWARD PHASE SERVICES.

The Construction Manager will develop procedures for procuring the Trade Contracts in accordance with the applicable public contracting requirements, including those in the Public Contract Code, Labor Code (prevailing wage requirements), Civil Code (payment bond), Health and Safety Code, and Government Code.

2.3.1 Preparation of Trade Bid Packages. The Construction Manager shall assume

responsibility for the separation of scopes of work for Trade Contractors that will collectively comprise 100% of the construction work on the Project. The Construction Manager shall advise on the methods to be used for selecting Trade Contractors and awarding individual Trade Contracts, including awarding Design-Build Trade Contracts on a "best value" basis pursuant to Public Contractor Code section 20133 for the mechanical, electrical, plumbing and security scopes of work, and low bid construction contracts for the remainder of the Trade Contracts. The Construction Manager shall review the drawings and specifications prepared by the A-E, as well as the design criteria for Design-Build Trade Contracts, to ensure that: (1) the Architect has given all necessary and appropriate recommendations for coordination of bidding documents to facilitate Construction Manager's preparation of clearly defined and segregated scopes of work to ensure completeness and to avoid duplication of scopes, (2) the work of the separate Trade Contractors is coordinated, (3) all requirements for the Project have been assigned to the appropriate Trade Contractor, (4) the likelihood of jurisdictional disputes has been reduced, and (5) Trade coordination has been provided for phased construction.

2.3.2 Trade Bid Package Document Preparation. Construction Manager shall assume responsibility for development of Trade Bid Packages to ensure appropriate and complete coverage between bid packages for all work necessary to complete the Project, and avoid duplication of any scope or portion thereof, or gaps between scopes that would leave work undone. Construction Manager shall inspect, review, provide a preliminary evaluation and assure proper assembly of the Contract Documents in coordination with the Owner and Architect prior to bidding. Construction Manager shall represent to Owner before bidding the work that Trade Bid Packages include the full scope of work required by the Contract Documents and necessary to complete the Project, and will be required to guarantee completeness within the context of the Not to Exceed Cost (Exhibit B) and coordination of the scopes of work between all Trade Bid Packages. The Contract Documents shall be the basis of each Trade Contract and shall not be changed without Owner's prior written approval.

2.3.3 Contract Award Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Trade Contracts. Construction Manager shall provide Bid Packages for soliciting bids. Bid packages shall divide the Construction Documents into categories consistent with common industry trade practice and in the interest of obtaining the lowest bids. For construction-only Trade Contracts, Bid Packages shall include, but are not limited to: Notice to Trade Contractors, Instructions to Bidders, General Conditions, Special Provisions, Supplementary General Conditions, Guarantee Form, Specifications, Drawings, Addenda, Form of Agreement, Non Collusion Affidavit, Sub Contractor Listing Form, and Owner Assignment and Novation Agreement. For Design-Build Trade Contracts, Bid Packages shall include, but not be limited to, a Prequalification



Questionnaire and Scoring Methodology, an RFP based on design criteria developed by the A-E, all in compliance with Public Contract Code section 20133. Construction Manager shall prepare all documents required for the Bid Packages with input from the Owner.

2.3.4 Bid Inclusions for Construction-Only Trade Contracts. Construction Manager shall ensure that the following requirements are included in all proposed bid and contract documents:

- (a) That each Trade Contractor possesses a valid California state specialty contractor's license at the time of award of a contract for the proposed work.
- (b) That applicable requirements for equal employment opportunity programs are existent in the documents.
- (c) That all construction work shall be performed by Trade Contractors under agreements bid by the Owner, with the assistance of Construction Manager, as required by the Public Contract Code. Bidding will include pre-qualification for each Trade Contractor unless omission of pre-qualification is approved in writing by the Owner. After the bidding process, Construction Manager will assist the Owner with analysis of bids to determine the lowest responsive, responsible bidder. Following award, Owner will assign the individual contracts to Construction Manager per the Assignment and Novation Agreement included to this Agreement as Exhibit A.
- (d) That each Trade Contractor shall provide a separate bid bond for 10% of its bid, plus performance bond, and labor and material payment bond at 100% of that Trade Contractor's contract amount. All sureties must be California admitted sureties. Construction Manager shall review and determine the validity of the bonds and shall forward them to Owner with Construction Manager's comments.
- (e) That each Trade Contractor shall comply with the California Labor Code requirements governing public work projects including, but not limited to, the payment of prevailing wages, compliance with apprenticeship standards, overtime pay and certified payroll obligations as well as the provision of workers compensation and employers liability insurance to full statutory limits.
- (f) That each Trade Contractor shall comply with the California Public Contract Code requirements governing public work projects.
- (g) That each Trade Contractor shall comply with all other applicable state, federal and local laws, rules, regulations and ordinances,

including applicable finger printing and Department of Justice clearance requirements.

**2.3.5 Requirements for Design-Build Trade Contracts.** Construction Manager shall ensure that the following requirements are followed in conjunction with all proposed Design-Build Trade Contracts.

- (a) Construction Manager shall assist Owner with the advertising, pre-qualification, RFP process, proposal review and contract award for Design-Build Trade Contracts for the mechanical, electrical, plumbing and security components of the Project.
- (b) The Pre-Qualification Questionnaire used to pre-qualify all interested design-build entities shall comply in all respects with Public Contractor Code section 20133(d)(3), and shall be based on the model Questionnaire developed by the California Department of Industrial Relations for design-build projects. Specifically, the Pre-Qualification Questionnaire shall:
  - (i) Require a summary of the design-build entity's structure, including a list of all team members and partners;
  - (ii) Require evidence of experience to perform the required scope of work;
  - (iii) Require evidence that the design-build entity possesses licenses, registration, and credentials required to design and construct the project;
  - (iv) Require evidence of ability to obtain all bonding and insurance; and
  - (v) Establish a process for scoring each submission.
- (c) After conclusion of the pre-qualification process, Construction Manager shall assist with a competitive proposal process to award separate Design-Build Trade Contracts for the mechanical, electrical, plumbing and security components of the Project. The competitive proposal process shall comply in all respects with Public Contract Code section 20133(d)(4)(B). Specifically, the competitive proposal process shall:
  - (i) Be awarded on a "best value" basis;
  - (ii) Apply the evaluation criteria set forth in the RFP;
  - (iii) Include the following evaluation criteria, each receiving a minimum of 10% of the total weight:
    - (a) price;
    - (b) technical design and construction expertise;

- (c) life cycle costs over 15 years or more;
  - (d) skilled labor force availability; and
  - (e) acceptable safety record
- (d) Construction Manager will assist the Owner with evaluating and ranking proposals submitted in order to determine the proposal that presents the "best value" to Owner, considering all evaluation criteria. Following award, Owner will assign the individual contracts to Construction Manager per the Assignment and Novation Agreement included to this Agreement as Exhibit A.
  - (e) Construction Manager will assist Owner with the preparation of a Design-Build Trade Contract that incorporates the terms of the RFP, and complies in all respects with Public Contract Code section 20133. Specifically, the Design-Build Trade Contract shall:
    - (i) Require a payment bond in the amount of the construction work, and errors and omissions insurance to cover the design work;
    - (ii) Require compliance with Owner's Labor Compliance Program; and
    - (iii) Require compliance with all other applicable state, federal and local laws, rules, regulations and ordinances.

2.3.6 Bid Conference(s). In conjunction with the Architect and Owner, the Construction Manager shall conduct the pre-bid conference(s) as required by Owner. These conferences will familiarize bidders with the Project, bid documents, the specific contracting method and sequence to be used to complete the Project, and any systems, materials, or methods.

2.3.6 Bid Evaluation. The Construction Manager shall assist the Owner in all bid openings, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), and shall make a formal report to the Owner with regard to the potential award of all trade contracts. Construction Manager will provide the proposed contract, subject to prior review and approval by Owner, for each successful bidder.

Within ten (10) calendar days after Owner's acceptance of a bid for a Trade Contract, Construction Manager shall update the Project Construction Costs as a result of the accepted bid and provide the update to Owner.

2.3.7 Guarantee. The Construction Manager shall certify in writing to the Owner that the Trade Contracts represent all the contracts and associated scopes of work, required to perform all the work set forth in the 100% complete, bid plans and specifications for the Project, and that no additional contracts or work are foreseen to complete the necessary work for the Project. If after

commencement of the Project, the Owner reduces or expands the scope, Project Budget, and or Master Schedule of the Project requiring additional services by Construction Manager, Construction Manager may request additional compensation.

2.3.8 Re-Bid. In the event a bid exceeds the amount estimated as part of the Not to Exceed Cost Proposal agreed upon pursuant to Paragraph 3.2.1 or there are less than three bidders for a Trade Bid Package and the Owner authorizes re-bidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the Project Construction Costs. Construction Manager, without additional compensation, shall cooperate with the Project Executive, Owner and Architect as necessary to reduce Project Construction Costs.

2.3.9 Contract Issuance. With the assistance of Owner, and upon assignment of Trade Contracts, Construction Manager shall prepare and issue the appropriate notice-to-proceed letters and contracts for each separate Trade Contractor performing work on the Project

The Construction Manager shall ensure that as part of the Trade Contractor bids to the Owner, the Trade Contractors each include a completed Trade Contract, on a form approved by the Owner and the Construction Manager, which has a payment provision that requires all Trade Contractors to make payment to their suppliers, vendors and subcontractors or be in jeopardy of default of the Trade Contract. The Construction Manager shall ensure that each Trade Contractor provides a payment and performance bonds in the amount of 100% of the construction work required under the particular Trade Contract.

2.3.10 Purchase, Delivery and Storage of Materials and Equipment The Construction Manager shall investigate and recommend a schedule for the Owner's purchase of Owner supplied materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

The Construction Manager shall arrange for delivery and storage, protection and security for Owner-purchased materials, systems and equipment, which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate Trade Contractor who is responsible for the installation of such materials, systems, and equipment.

2.3.11 Analysis of Labor. The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

2.3.12 Contract Administration. It is the intent of the Owner to delegate responsibility for administration of each Trade Contract to Construction Manager through assignment of each Trade Contract. Construction Manager shall make payments appropriate under the Trade Contract terms and applicable law, taking into account factors such as prevailing wage requirements, material supplies release, fingerprinting requirements, and other relevant criteria. Construction Manager will manage the Trade Contracts in accordance with contract General Conditions in which all references to Owner shall mean Construction Manager. The Owner will be informed and has the right of approval of all changes to the Contract Documents, but the Owner will not be involved in the administration of or be responsible for reimbursement or payment of Change Orders, except for Eligible Changes as described in Section 3.3 of this Agreement. Any entitlement to an increase in the Contract Amount or Contract Time on the part of any Trade Contractor other than pursuant to an Eligible Change shall be the financial responsibility of Construction Manager.

## 2.4 CONSTRUCTION PHASE SERVICES

2.4.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the Owner, Architect and inspection staff, pre-construction orientation conference(s) for the benefit of the successful Trade Contractors and shall serve to orient the Trade Contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the Trade Contractors as required and forward such documents to the Owner after review and confirmation of authenticity by the Construction Manager.

2.4.2 Coordination of Trade Contractors. Construction Manager shall be responsible for coordinating performance of the Trade Contractors so as to complete the Project in accordance with the Contract Documents and within the Contract Time. Construction Manager shall be responsible for coordinating all Trade Contracts with this Agreement so the duties, obligations and responsibilities of Owner, Construction Manager and each Trade Contractor are consistent.

2.4.3 Contract Administration. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Construction Schedule. The Construction Manager shall maintain communication with the Owner throughout the construction phase and shall provide responsible, thorough written daily reports and documentation issued on a weekly basis. The Construction Manager shall be solely responsible for coordinating the site construction services provisions (general conditions items) including general construction supervision (dedicated field supervision) and administration of the Project, conducting weekly construction progress meetings, providing progress reports, processing Trade Contractors' requests for information (RFI's and submittals), reviewing and recommending with

the Architect the approval or disapproval of change orders and payments to the Trade Contractors, and resolving disputes with claims made by the Trade Contractors except when such resolution would result in an extra cost to the Owner.

The Construction Manager, in cooperation with the Architect and at the direction of Owner, shall administer the construction contracts as set forth herein and as provided in the general conditions of the contracts for construction in accordance with the schedule and staffing proposed. The Construction Manager shall coordinate and prepare construction staging areas on-site for the Project and shall coordinate and prepare the site for construction, including, but not limited to fencing, barricades, access parking or other items reasonably necessary for efficient construction work. The Construction Manager shall also coordinate the mobilization of all Trade Contractors and shall coordinate sequencing of all elements of phases of construction for the Project.

In addition, the Construction Manager shall provide all management (project management, field management, support personnel, etc.) and related services as required to coordinate work of the Trade Contractors with each other and the activities and responsibilities of the Architect and Owner in order to complete the Project. The Construction Manager shall provide sufficient qualified and experienced personnel. The Construction Manager shall maintain competent, full-time staff at the Project site for the purpose of coordinating and providing general construction supervision for the work and progress of the Trade Contractors. Construction Manager shall have a representative on site and available to coordinate Trade Contractors and to receive deliveries at all times Trades are scheduled to work and deliveries are scheduled to be made.

2.4.5 Submittal Procedures. The Construction Manager shall implement the submittal procedures as set forth in the Contract Documents. The Construction Manager shall coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates, and other procedures, and maintain logs, files, and other necessary documentation.

Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect, the Architect's consultants and the Owner if any Trade Contractor requests interpretations of the meaning and intent of the contract documents, and assist in the resolution of questions which may arise.

2.4.6 Meetings. Construction Manager shall coordinate and conduct weekly job-site progress meetings and other meetings specified in the RFP with the Owner, Architect, and Trade Contractors. The CM shall provide written meeting minutes and issue to the Owner, Architect, and Trade Contractors within 2-working days of meeting. The CM shall also coordinate and conduct special meetings as necessary and working through the Architect,

assist in the resolution of any technical construction issues.

Construction Manager will also attend Board, and other meetings if requested by the Owner, at no additional cost, including meetings involving any contract-related disputes that the CM is assisting the Owner to resolve.

- 2.4.7 Personnel Changes at Owner's Request. Owner may request (in writing, by electronic mail or telephonically) the replacement of any of Construction Manager's personnel working on the Project. Within one business day of such a request, Owner and Construction Manager shall meet, telephonically or in person, to discuss the request. If after such meeting Owner still desires replacement of such personnel, such personnel shall be replaced by Construction Manager. Construction Manager agrees that replacement of any personnel shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of Owner. Any costs associated with replacement of personnel shall be borne exclusively by Construction Manager. Owner may condition its approval of substitute personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Construction Manager's cost.
- 2.4.8 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate all testing required by Owner. If requested, the Construction Manager shall assist the Owner in selecting any special consultants or testing laboratories. Owner shall hire and pay for such consultants.
- 2.4.9 Implementation of Master Construction Schedule. The Construction Manager shall implement the Master Construction Schedule and shall regularly update and maintain the Master Construction Schedule incorporating the activities of Trade Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Construction Manager shall update, reissue and distribute the Master Construction Schedule as required by Owner to show current conditions and revisions.
- 2.4.10 Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall provide the safety incident prevention program for Owner's acceptance. Construction Manager shall be the controlling employer on the Project, and all Trade Contractors shall comply with Construction Manager's safety program. Construction Manager shall monitor each Trade Contractor's compliance with the safety program and implement any necessary safety meetings.
- 2.4.11 Construction Observation. Construction Manager will provide on-site personnel during construction in accordance with the Staffing Plan in Exhibit C. Construction Manager will inspect the progress and quality of the construction work completed by the Trade Contractors and determine, in

conjunction with the Architect and Owner, if the work is being completed in accordance with the contract documents. Construction Manager shall observe that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. Construction Manager shall report to the Owner regarding the status of such activity. Construction Manager shall guard against defects and deficiencies and shall advise the Owner of any deviations, defects or deficiencies the Construction Manager observes in the work. Construction Manager's observation duties shall include the identification of work that is not in compliance with the contract documents. Construction Manager shall guarantee that all work will be performed according to Contract Documents and approved change orders.

Construction Manager will not directly control the Trade Contractors' construction means, methods, techniques, sequences or procedures, because these are solely the Trade Contractors' responsibility under the Trade Contracts and the Construction Documents. Notwithstanding the above, the Construction Manager acknowledges and agrees that Owner has retained Construction Manager for its expertise in managing the preconstruction and construction process and the Construction Manager will supervise, oversee, direct, manage, schedule, coordinate, and administrate the work as provided in this Agreement.

2.4.12 Non-Conforming Work. Construction Manager shall review Trade Contractor's recommendations for corrective action on observed non-conforming work. Construction Manager shall make recommendations to the Owner in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the Contract Documents. Construction Manager shall ultimately verify and ensure that all authorized changes are properly incorporated in the Project. Construction Manager shall report to the Owner regarding the status of such activity and provide a written record of the same.

2.4.13 Exercise of Contract Prerogatives. Construction Manager shall exercise the Owner's Contract prerogatives, such as giving the Trade Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Trade Contractor failings, advising the Owner to withhold payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

2.4.14 Certificates of Insurance from Trade Contractors. Construction Manager shall receive and review Certificates of Insurance from each Trade Contractor and forward to the Owner with a copy to the A-E prior to commencement of any work by any Trade Contractor. Forwarding such documents to the Owner will indicate the Construction Manager's opinion that the certificates of insurance comply with all contractual requirements for insurance coverage. The Owner and Construction Manager shall be listed as a primary additionally insureds on all insurance policies provided by Trade



Contractors.

- 2.4.15 Maintain On-Site Records. Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all contracts, drawings, specification, addenda, change orders, architectural issued revisions, and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; the California Building Code; maintenance and operating manuals and instructions; daily field reports, weekly meeting notes, other related correspondence, and revisions which arise out of the contracts. Construction Manager shall make all records available to the Owner. At the completion of the Project, the Construction Manager shall deliver all such records to the Owner.
- 2.4.16 Schedule of Values and Processing of Payments. Construction Manager, in coordination with the Architect, shall review and approve each Trade Contractor's schedule of values for each of the activities included in that Trade Contractor's schedule of activities. The CM shall develop and maintain a master schedule of values. The schedule of values is to include a line item for the value of monthly schedule updates from the Trade Contractors. The CM shall review with the Architect and make recommendations to the Owner pertaining to payments to the Trade Contractors. The CM shall develop and implement procedures requiring monthly schedule updates, record drawing updates and lien releases with pay applications by Trade Contractors for progress and final payments. The CM will present the Owner with monthly fully itemized invoices, which incorporate all pay applications of the Trade Contractors, and CM. The CM shall certify accuracy and recommend payment of each Trade Contractor when submitting to the Owner for payment.
- 2.4.17 Evaluate Change Orders and Time Extensions. Construction Manager shall evaluate Trade Contractors' change order proposals including any schedule impacts or request for time extensions and make a formal recommendation to Owner regarding the acceptance of any proposal for a change order. Credits shall be paid to Owner except for credits used to offset reassigned work. Additive changes for Non-Eligible Change Orders shall be paid by the Construction Manager, without expense to Owner and will not be a reimbursable expense. The CM shall notify the Owner of all change order resolution
- 2.4.18 As-Built Documents. The Construction Manager shall review and perform coordination, supervisory and expediting functions in connection with each Trade Contractor's obligation to provide and update "progressive as-built" documents on a monthly basis as a condition to process pay application, and make recommendations to Owner and Architect for adequate withholding of retention in the event that a Trade Contractor fails to provide acceptable "as-

built” documents upon completion of work. Each Trade Contractor must submit final “as-built” documents with thirty (30) calendar days of the completion of its work.

2.4.19 Initial Start-up and Testing. With the Architect, Engineers, and the Owner’s maintenance personnel, Construction Manager shall observe the Trade Contractors’ proper installation of utilities, operational systems and equipment for readiness, and observe their initial start-up for the Project.

2.4.20 Training Sessions. Construction Manager shall coordinate and schedule training sessions performed by Trade Contractors for the Owner’s personnel, and shall require that Trade Contractors’ training obligations are fulfilled before final payment and release of retention to Trade Contractors.

2.4.21 Accounting Records. Construction Manager shall establish and administer an appropriate project system in conjunction with the Project Executive and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

2.4.22 Utilities/Permits. Construction Manager shall identify the need for and assist the Architect, and Owner in obtaining all necessary permits and utility installation for the Project, including but not limited to, building/utility, grading, and occupancy permits. This task may encompass accompanying governmental officials during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

2.4.23 Identification/Drug Testing. Construction Manager will assist in the issuance of identification badges as required by the Owner. Construction Manager will also maintain a drug-testing program in conjunction with the safety plan for the job site in accordance with local agreements and California law.

2.4.24 Time Extensions. Construction Manager shall only be entitled to time extensions of the periods of time indicated on Exhibit E (Master Construction Schedule) due to Unforeseen Site Conditions, Force Majeure Events, rain delays and Owner-initiated changes that impact the critical path of the Master Project Schedule. Time extensions will be documented by a Change Order to this Agreement issued by Owner.

Time extensions based on rain delays shall only be authorized if rainfall exceeds 0.1” of an inch of rain on any calendar day.

Should the schedule for the Project be extended, Construction Manager’s agreement may be extended by Amendment and CM may negotiate for additional compensation. If CM and Owner are unable to reach agreement within a reasonable time as to the amount of additional compensation to be paid, CM nevertheless shall continue performance of this Agreement and Owner shall pay CM on a reasonable and necessary Time and Materials

basis, as additional compensation. By accepting such payment, CM shall not be deemed to have waived any rights to seek further compensation under the provisions of this Agreement or applicable law.

2.4.25 Liquidated Damages. The parties understand and agree that time is of the essence. Owner and Construction Manager agree because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in a completion of all or any part of the Project. Accordingly, Owner and Construction Manager agree that in the event the construction time requirements set forth in Exhibit E are exceeded without an approved amendment to this Agreement, Construction Manager's fee shall be reduced as follows:

- A delay of 15 days or less shall incur a liquidated damages charge of \$10,000 per day;
- On days 16 to 30 of a delay, the liquidated damages charge shall increase to \$20,000 per day;
- On days 31 or more of a delay, the liquidated damages charge shall increase to \$35,000 per day;

Any such liquidated damages shall not exceed the Construction Manager's total fees under this Agreement, including the general conditions and contingency fees.

## 2.5 GUARANTEES AND WARRANTY

2.5.1 The Construction Manager will collect all Trade Contractors' and manufacturers' warranties required under the Trade Contracts and by the Construction Documents on behalf of the Owner. Although the Construction Manager will endeavor to guard Owner against construction deficiencies, Construction Manager does not warrant the Work because the Trade Contractors are responsible for all construction warranties.

2.5.2 Unless noted otherwise, Trade Contractor warranties will begin upon Substantial Completion of the Project. All warranties shall remain effective until at least one year after Substantial Completion except where a longer period is specified in the Contract Documents.

2.5.3 During the one year period following the date of Substantial Completion, the CM shall manage the Trade Contractors to remedy at the expense of Trade Contractors any failure of the Project to conform to the requirements of the Contract Document. In addition, the CM shall manage Trade Contractors to remedy at the expense of Trade Contractors any damage to Owner-owned or controlled real or personal property, when that damage is the result of either (a) any Trade Contractor's failure to conform to the Contract Documents or (b) any defect of equipment, material or workmanship. Owner shall take reasonable steps to mitigate its damages.

- 2.5.4 Trade Contractor warranties with respect to the portion of the Project repaired or replaced will run for one year from the completion of the repair or replacement.
- 2.5.5 Owner shall notify the CM in writing within a reasonable time after the discovery of any failure, defect or damage. The CM further agrees that within ten (10) calendar days after being notified in writing by Owner of any portion of Project not in accordance with the requirements of the Contract Documents or any defects in the Project, the CM will take all necessary action to arrange for appropriate and properly licensed Trade Contractors to commence and prosecute with due diligence all work necessary to fulfill the terms of this warranty and to complete the work within a reasonable period of time. As with all original Project work, Construction Manager shall not self-perform work.
- 2.5.6 If CM fails to have Trade Contractor(s) remedy any failure of or defect in the Project, or damage resulting therefrom and such failure, defect or damage is covered by Trade Contractor(s) warranty, within a reasonable time after receipt of notice, Owner shall have the right to take reasonable actions to replace, repair, or otherwise remedy the failure, defect, or damage at CM's expense.
- 2.5.7 With respect to all warranties, express or implied, from Trade Contractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, CM shall (a) Obtain all warranties that would be given in normal commercial practice; (b) Require all warranties to be executed, in writing, for the benefit of Owner, unless directed otherwise by Owner; and (c) During CM's warranty period, enforce all warranties for the benefit of Owner, unless otherwise directed by Owner.
- 2.5.8 All guarantees must be submitted in triplicate to Owner on the Trade Contractor's own letterhead. The CM shall assemble and bind three sets of all guarantees, certificates, warranties, operating instructions and maintenance manuals into clearly organized files with an index, a list of Trade Contractors and suppliers including their names, addresses, and phone numbers and present to Owner at the completion of the Project.
- 2.5.9 One year after substantial completion of the Project, Construction Manager shall assign all warranties longer than one year to the Owner
- 2.5.10 Unless a defect is caused by the negligence of CM, CM shall not be liable for the repair of any defects of material or design furnished by Owner, nor for the repair of any damage that results from a defect in Owner furnished material or design.
- 2.5.11 The Trade Contractor warranties shall not limit the Owner's rights against the Construction Manager with respect to latent defects or fraud.
- 2.5.12 Punch List/Warranty. Construction Manager will be the single point of contact for all punch list and Trade Contractor warranty items and be

responsible for all Trade Contractor warranty items for a period of one year from substantial completion or the life of the warranty period, whichever is longer. Construction Manager shall prepare for the Architect and Owner a list of incomplete or unsatisfactory items ("punch-list"). Construction Manager shall coordinate the correction and completion of the work. Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. Construction Manager shall prepare a summary of the status of the work of each Trade Contractor, list changes in the previously issued punch-list and recommend the time frame which Trade Contractors shall complete the uncompleted items on the punch-list.

### **ARTICLE 3.COMPENSATION**

#### **3.1**

- 3.1.1** The Not to Exceed Cost. The Project Construction Costs shall not exceed the total of: 1) the sums of all separate contracts of Trade Contractors for the Project as estimated by the Construction Manager in the Not to Exceed Cost Proposal agreed upon pursuant to Paragraph 3.2.5; 2) General Conditions agreed upon pursuant to Paragraph 3.1.2; 3) Reimbursable Expenses agreed upon pursuant to Paragraph 3.1.3; 4) Construction Contingency agreed upon pursuant to Paragraph 3.1.4; and 5) Construction Manager's Fee agreed upon pursuant to Paragraph 3.1.5.
- 3.1.2** General Conditions. The CM's General Conditions are defined in RFP attachment A1, B1, C1 and Exhibit B & D and are expensed on a time and material basis, based on labor rates agreed to in Exhibit C, with total costs not to exceed \$3,842,478.00. Owner must give written preauthorization to Construction Manager to proceed with spending from each category of costs in Exhibit C1. With such approval, Owner may limit the amount that Construction Manager may spend in each category. Such limits may be increased by Owner in writing after the initial authorization has been given.
- 3.1.3** Reimbursable Expenses. The allowable reimbursable expenses are listed in RFP attachment B1 and Exhibit D.
- 3.1.4** Construction Contingency. The Construction Contingency is defined in article 2.2.2 and Budgeted in Exhibit B and remains with the Owner. All expenditures from the contingency fund must be approved by Owner in writing in advance with documentation provided by CM and all remaining funds, if any, remain with the Owner.
- 3.1.5** Construction Manager's Fee. The CM's fee is determined as set forth in Exhibit B. The Construction Manager's Fee includes the cost of the Construction Manager's Payment and Performance Bonds, and the cost of Contractor Controlled Insurance Program (CCIP). The Construction Manager's Fee is not based on a profit for the Trade Contract work to be performed by the Trade Contractors.

3.2.1 Not to Exceed Cost Proposal. Within ten (10) calendar days after 80% of the design phase is completed pursuant to this Agreement, the Construction Manager shall deliver a “Not to Exceed Cost Proposal” for the Project in accordance with the Project Construction Costs set forth in Paragraph 3.1.1.

The Construction Manager shall include as part of the Not to Exceed Cost Proposal a written statement of its basis, which shall include:

- (a) A list of the drawings and specifications for the Project including all addenda thereto and the conditions of the Trade Contracts which were used in preparation of the Not to Exceed Cost Proposal (“Drawings and Specifications”).
- (b) A detailed list of allowances and a statement of their basis.
- (c) A detailed list of the clarifications and assumptions made by the Construction Manager in the preparation of the Not to Exceed Cost Proposal to supplement the information contained in the Drawings and Specifications.
- (d) The proposed Not to Exceed Cost, including a statement of the estimated costs organized by trade categories, allowances, contingencies, and other items, and the fee, that comprise the Not to Exceed Cost as set forth in Exhibit B of this Agreement.
- (e) The date of final completion upon which the proposed Not to Exceed Cost is based, which includes the Construction Management Plan and an updated Master Project Schedule, upon which the date of final completion is based.
- (f) An updated Project Budget based upon the Not to Exceed Cost.
- (g) The Not to Exceed Cost shall include a Construction Contingency as set forth in Exhibit B.
- (h) The Construction Manager’s Fee and General Conditions Cost

3.2.2 Review of Proposal. Within ten (10) calendar days of Construction Manager’s submittal of the Not to Exceed Cost Proposal, the Construction Manager shall meet with Owner and Project Executive to review the Not to Exceed Cost Proposal. At such meeting, Owner shall discuss with Construction Manager any inconsistencies or inaccuracies with respect to the Not to Exceed Cost Proposal and both parties shall endeavor to reconcile such inconsistencies or inaccuracies to the satisfaction of both parties.

3.2.3 Compensation Prior to Acceptance of Proposal. Except as provided for in Section 3.4.1 of this Agreement, Construction Manager shall not be entitled to any compensation or reimbursement until the Owner accepts the Not to Exceed Cost Proposal.

3.2.4 Non-acceptance of Proposal. Unless the Owner accepts the Not to Exceed Cost Proposal in writing within fifteen (15) calendar days of the Owner’s

receipt of the Not to Exceed Cost Proposal, the Not to Exceed Cost Proposal shall not be effective and this Agreement shall automatically terminate and Construction Manager shall not be entitled to any compensation except as provided for in Section 3.3 of this Agreement.

3.2.5 Acceptance of Proposal. Upon acceptance by the Owner of the Not to Exceed Cost Proposal, Owner and Construction Manager agree to the following:

- (a) The Not to Exceed Cost and its basis shall be set forth as Amendment No. 1 to this Agreement.
- (b) The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- (c) Construction Manager's failure to so notify Architect and Owner shall constitute a waiver of future challenge to inconsistencies between the revised Drawings and Specifications and the agreed upon assumptions and clarifications
- (d) The Project Construction Costs shall not exceed the Not to Exceed Cost as adjusted by change orders in accordance with Section 3.3 of this Agreement. In the event that the Project Construction Costs exceed the Not to Exceed Cost, as adjusted by change orders in accordance with Section 3.3 of this Agreement, Construction Manager shall immediately pay such costs to whomever such costs are due without reimbursement by Owner. In the event that the Project Construction Costs exceed the Not to Exceed Cost as adjusted by change orders in accordance with Section 3.3 of this Agreement and Owner has paid any costs in excess of the Not to Exceed Cost, as adjusted by change orders in accordance with Section 3.3 of this Agreement, Construction Manager shall reimburse Owner, within thirty (30) calendar days of invoice by Owner, for any amounts paid by Owner in excess of the Not to Exceed Cost. If Owner is not so reimbursed, Owner may deduct such amounts from any payment due from Owner to Construction Manager.
- (e) If the Project Construction Costs exceed the Not to Exceed Cost, the Construction Manager shall be responsible for the excess cost without reimbursement by the County. If the Project Construction Costs are less than the previously established Not to Exceed Cost, then County shall be credited for/retain the cost savings.

### 3.3 Change Orders.

3.3.1 Construction Manager shall not be responsible for any costs relating to any of the following types of change orders and such costs shall not be factored into the Not to Exceed Cost as long as such change orders are not the result of Construction Manager's negligence, error or omission with respect to Construction Manager's duties related to the Project:

- (a) Change orders initiated by the Owner;
- (b) Change orders relating to Unforeseen Site Conditions as long as Construction Manager gives the Owner five calendar days written notice from the discovery of the unknown physical condition and prior to any additional work relating to the previously unknown physical condition.
- (c) Force Majeure Event.

### 3.4 INVOICING

3.4.1 Pre-Construction Invoicing. Construction Manager shall invoice monthly for the services set forth and performed in the Bid and Award Phase from the time the Construction Manager begins work on the Project to the commencement of the construction phase at which time contracts are awarded by the Owner.

3.4.2 Construction Invoices. Construction Manager shall invoice monthly for the services set forth and performed in the Construction Phase in accordance with Exhibits C and D. The Reimbursable Expenses (including both General Conditions and General Requirements) shall be substantiated with timecards, payroll records, invoices, receipts and other such records as deemed necessary. The CM Fee shall be included on same monthly invoice in proportion to the percentage of the work certified as completed less the retention amount.

3.4.3 Project Retention. Construction Manager shall invoice 5% of the total fixed basic services fee 35 calendar days after the Owner files the last Notice of Completion for the Project. Such release of retention does not absolve the Construction Manager of any of its responsibilities under this Agreement including those lasting throughout the warranty periods of the work.

3.4.4 Invoicing of Payments. Upon completion of the Project the Owner shall make payment of any withheld amounts owing to the Construction Manager as long as such amounts are within the Not to Exceed Cost.

3.4.5 Owner shall make payments to Construction Manager within thirty (30) calendar days of receipt of the appropriate and approved invoice from Construction Manager.

3.4.6 Payment - Construction Manager's Construction Contingency. Construction



Manager shall invoice Owner for any costs which Construction Manager recommends and Owner approves to be funded from the Construction Contingency and shall so specify, including the reasons for accessing the Construction Contingency. Owner shall approve and pay within 45 calendar days all such invoices which Owner reasonably decides are appropriate and not the result of Construction Manager's negligence or willful misconduct. Any unexpended funds in the Construction Contingency shall remain the Owner's.

3.4.7 Additional Compensation. Construction Manager shall not be entitled to additional compensation beyond the CM fee, used portions of contract allowances and allowable mark-up on reimbursable items unless there are unusual and unanticipated circumstances, and only when approved in writing by Owner in advance of such services being provided. If Construction Manager shall claim compensation for any damage sustained by reason of the acts of the Owner or its agents, Construction Manager shall, within five (5) work calendar days after sustaining of such damage, make to the Owner a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, Construction Manager shall file with the Owner an itemized statement of the details and amount of such damage in accordance with this Article, and unless both such statements are submitted, Construction Manager agrees that any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus 3.295 percent (3.295%) of billings and for other cost incurred by Construction Manager and at the rates identified in Exhibit B.

3.4.8 The Owner may withhold reasonable amounts from any payment to be made under this Agreement, to such extent as may be necessary to protect the Owner from loss on account of:

- A. Material failure of Construction Manager to perform in accordance with this Agreement.
- B. Defective Construction Work or Construction Manager's work under this Agreement not remedied by Construction Manager.
- C. Owner's cost of correcting deficiencies in the Project or undertaking Construction Work provided Construction Manager has failed to make arrangements for such corrections by appropriate Trade Contractor's after written notice.
- D. Damage to Owner property which is not covered by builder's risk insurance.
- E. Failure of Construction Manager to make payments properly to Consultants, Trade Contractors, or for material, labor, or equipment in accordance with the terms of the relevant documents.

- F. Third party claims filed or reasonable evidence indicating probable filing of claims until tender of the claim is accepted by Construction Manager.
- G. Liquidated damages or anticipated liquidated and actual damages if Construction Manager has not submitted an acceptable schedule recovery plan.
- H. Payments made by owner towards Project Construct Costs that exceed the Not to Exceed Cost.
- I. Any amount owed by Construction Manager to Owner.

#### **ARTICLE 4. BID/PAYMENT/PERFORMANCE BONDS**

- 4.1 Each Trade Contractor shall provide a bid bond, of 10%, on all open bids and a separate Performance and Labor/Material Payment Bonds, each in the amount of 100% of their Trade Contract, naming Construction Manager and the Owner as Obligees under the terms of the bond, and that the bonds shall be issued by "California admitted surety insurers with an AM best financial size rating of at least VII and a financial strength rating of at least A-.

#### **ARTICLE 5. INSURANCE**

##### 5.1 Builder's Risk Insurance.

- 5.1.1 Construction Manager shall procure Builder's Risk insurance per the proposed General Conditions and Fees specified in RFP attachment B in a manner that it deems appropriate and consistent with the California State Code. The Owner acknowledges that reimbursement of costs to CM, as provided in this Agreement, shall include reimbursement of the cost of such Builder's Risk insurance coverage but not any deductibles that may become payable in connection with the Builder's Risk coverage,. Should such Builder's Risk insurance not include terrorism coverage, Owner acknowledges that it is accepting the risk of terrorist related matters, and Owner waives all rights as against Contractor and the other parties to be insured under the builder's risk policy for terrorist related matters and agrees to indemnify, hold harmless and defend Contractor from all costs, expenses (including legal fees and disbursements), claims, suits, liabilities and judgments arising out of a terrorist act to the fullest extent permitted by law. Owner also acknowledges that any increases to the Contract Sum, by Change Order or otherwise, shall include an agreed amount of such adjustment to cover additional Builder's Risk insurance costs, which may be invoiced by and shall be paid to Contractor in the payment cycle immediately following the adjustment. Owner further acknowledges extensions of time, as permitted by this Agreement, may result in additional Builder's Risk insurance costs for which Contractor shall be reimbursed and entitled to a Change Order and that such additional costs shall be invoiced and payable, without retention or retainage of any kind, at the time the first application for payment after such cost is incurred.

The named insured should be in the names of the Owner, CM, Contractor and subcontractor of any tier. A waiver of subrogation shall apply.

Waivers of Subrogation. The Owner and Construction Manager waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Construction Manager, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## 5.2 Contractor Controlled Insurance Program.

5.2.1 The Construction Manager shall purchase a Contractor Controlled Insurance Program [CCIP] and maintain insurance noted in (a) and (b) below with an insurer or insurers, qualified to do business in the State of California and acceptable to Owner which will protect Construction Manager, Trade Contractors working on-site and Owner from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Project and Construction Manager Agreement, whether such actions or inactions be by themselves or by a Trade Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (a) Comprehensive general liability and umbrella/excess liability insurance with limits of not less than One Hundred Million Dollars [\$100,000,000] combined single limit, bodily injury and property damage liability per occurrence, including:
  - 1. Blanket contractual
  - 2. All Risk form property damage
  - 3. Products/completed operations with coverage extended 10

years after project completion

4. Personal injury

- (b) Workers' compensation in accordance with statutory limits in accordance with the laws of the State of California and employers liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- (c) Each policy of insurance required above shall name Owner and its officers, Board, agents and employees as Additional Insureds, and shall state that, with respect to the operations of Construction Manager hereunder, such policy is primary and any insurance carried by Owner is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) calendar days written notice shall be given to Owner prior to cancellation; and, shall waive all rights of subrogation. Construction Manager shall notify Owner in the event of material change in, or failure to renew, each policy. Prior to commencing work, Construction Manager shall deliver to Owner certificates of insurance and endorsements as evidence of compliance with the requirements herein. In the event Construction Manager fails to secure or maintain any policy of insurance required hereby, Owner may, at its sole discretion consider such failure a material breach of this Agreement and terminate the same or secure such policy of insurance in the name of and for the account of Construction Manager, and in such event Construction Manager shall reimburse Owner upon demand for the costs thereof.

5.3 Non-Contractor Controlled Insurance Coverages

- 5.3.1 Comprehensive auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence.
- 5.3.2 General Liability and Umbrella/Excess Insurance for off-site operations only with limits not less than Five Million Dollars (\$5,000,000) bodily injury and property damage liability per occurrence including:
  - 1. Blanket Contractual
  - 2. All risk Form Property Damage
  - 3. Products/Completed Operations
  - 4. Personal Injury
- 5.3.3 Workers' Compensation for off-site operations only in accordance with statutory limits in accordance with the laws of the State of California and Employers Liability insurance in an amount not less than One Million Dollars (\$1,000,000).

5.4 Proof of Insurance. Upon execution of this Agreement, Construction Manager

shall furnish to Owner Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Agreement. Construction Manager shall maintain all required insurance throughout the term of this Agreement. In the event Construction Manager fails to maintain any required insurance, Owner may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Construction Manager under this Agreement (or Construction Manager shall promptly reimburse Owner for such expense).

#### **ARTICLE 6. GENERAL CONDITIONS**

- 6.1 General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These include, but are not limited to, such items as mobilization, the Construction Manager's employee expenses, consultant costs, insurance costs, temporary utilities, temporary structures, fences, material, handling equipment, trucks, safety, fuel, tools, site office, equipment, supplies, phone, phone services, fax, fax services, copy machine, site vehicles, travel, mobile communication on site (two way radio), cellular phone(s), cellular phone(s) service, all site office supplies and equipment, and miscellaneous labor as defined in Exhibits B, C & D.
- 6.2 Construction Manager shall submit a specific list of all General Conditions to Owner as part of the Not to Exceed Cost Proposal.

#### **ARTICLE 7. THE OWNER'S RESPONSIBILITIES**

- 7.1 The Owner shall provide full information regarding the requirements of the Project including the Owner's objectives, constraints and criteria.
- 7.2 The Owner shall designate a representative ("Project Executive") to act on the Owner's behalf with respect to the Project. The Project Executive shall render decisions promptly to avoid unreasonable delay in the progress of Construction Manager's services.
- 7.3 The Owner shall furnish tests, inspections, and reports as required by law or the contract documents.
- 7.4 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the contract documents, prompt notice thereof shall be given by the Owner to Construction Manager.
- 7.5 The Owner reserves the right to perform work related to the Project with Owner's own forces and/or to award separate contracts in connection with the Project.
- 7.6 The Owner shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the Owner and Architect.
- 7.7 The Owner shall make payments in a timely manner as outlined in this Agreement.
- 7.8 [BLANK]
- 7.9 Except as provided in Article 2 and Exhibit B to this Agreement, Owner's

obligations under this Agreement shall be limited to the payment of the compensation provided for in Article 3 of this Agreement.

7.10 Notwithstanding any other provision of this Agreement, in no event shall Owner be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Work, or the Project. In the event Owner makes a claim for such any special, consequential, indirect or incidental damages, lost profits or revenue arising out of or in connection with this Agreement, the Work, or the Project, against Construction Manager, Owner's recovery shall be limited to \$1,000,000.

7.11 Owner shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by any of its employees, even though such equipment be furnished, rented or loaned to Construction Manager by Owner. The acceptance or use of such equipment by Construction Manager or any of its employees shall be construed to mean that Construction Manager accepts full responsibility for and shall exonerate, indemnify, defend and save harmless Owner from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Construction Manager, its employees, Owner employees or third parties, or to property belonging to any of the above.

7.12 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which Owner or Construction Manager may have under this Agreement or any applicable law. All rights and remedies of Owner or Construction Manager, whether under this Agreement or other applicable law, shall be cumulative.

## **ARTICLE 8. SUSPENSION, TERMINATION, OR ABANDONMENT OF WORK**

### **8.1 Suspension of Construction Manager Services.**

Owner may, without cause, order Construction Manager to suspend, delay or interrupt Work pursuant to this Agreement, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner shall deliver to Construction Manager written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof.

### **8.2 Termination for Convenience**

Owner may terminate this Agreement in whole, or from time to time in part, whenever Owner shall determine that termination is in the Owner's best interests. Termination shall be effected by Owner delivering to Construction Manager, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("**Notice of Termination**") specifying the effective date and extent to which performance of the Work under the Agreement is terminated.

### **8.3 Termination by Construction Manager for Cause**

The Construction Manager may terminate this Agreement upon 15 days' written notice and an additional 15 days opportunity to cure, if Owner fails to make payment of undisputed funds to the Construction Manager in accordance with this Agreement, and cannot provide evidence substantiating that financial arrangements have been made to make payment, or if the Project is suspended and all labor is ceased for more than 90 days.

8.4 Continuance of Work. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the agreement nor stop the progress of the work. Construction Manager's sole remedy shall be first to go through mediation with the Owner with a mutually acceptable mediator. Should mediation fail, jurisdiction shall lie in Superior Court in the County of San Mateo.

8.3 Abandonment of a Project. The Owner has the absolute discretion to suspend or abandon all or any portion of the work on the Project and will endeavor to provide a fourteen (14) day written notice to Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Construction Manager agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

8.4 Compensation in the Event of Termination, Abandonment or Suspension. In the event the Owner terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) calendar days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of Work performed by Construction Manager prior to the time of such termination, suspension or abandonment to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this agreement by Construction Manager, Construction Manager shall not be entitled to receive any further payment until the Project is finished. If the unpaid balance of the Contract Amount shall exceed the expense of finishing the Project, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to Construction Manager for work performed. If the expense of finishing the Project shall exceed the unpaid balance, Construction Manager shall pay the difference to the Owner.

Notwithstanding anything to the contrary contained in this Article 8, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Construction

Manager is responsible.

- 8.5 Delivery of Documents. Upon termination, abandonment or suspension, Construction Manager shall deliver to Owner all documents and matters related to the Project.

## **ARTICLE 9. INDEMNIFICATION**

- 9.1 Indemnification and Hold Harmless. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Construction Manager shall defend (including providing legal counsel reasonably acceptable to Owner at no cost to Owner), indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively “**Indemnitees**”) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Construction Manager), expense and liability of every kind, nature and description, at law or equity, including those of Trade Contractors, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) a breach of this Agreement, or any actual or alleged negligence, recklessness or willful misconduct of Construction Manager or its employees, or anyone for whom it is responsible, regardless of whether the acts or omissions are negligent, (collectively “**Liabilities**”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. The terms of this paragraph shall survive any termination of this Agreement.

- 9.2 Construction Manager shall defend (including providing legal counsel reasonably acceptable to Owner at no cost to Owner), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees, of articles or Work to be supplied in the performance of this Agreement.

## **ARTICLE 10. ASSIGNMENT OF TRADE CONTRACTS**

- 10.1 Assignment. It is the intent of Owner to award multiple trade contracts, each to a separate Trade Contractor. The Owner may delegate responsibility for administration of such contracts to Construction Manager. The agreements awarded the Trade Contractors may, upon award and at the Owner’s sole discretion, be assigned to Construction Manager. Regardless of any such assignment, Construction Manager shall manage the work of and payments to the Trade Contractors. Construction Manager explicitly agrees to accept the



assignment of any Trade Contract which Owner elects to assign.

With respect to any Trade Contract assigned by Owner to Construction Manager, Construction Manager shall be solely responsible for making payments due under the Trade Contract in accordance with applicable law, taking into account factors such as prevailing wage requirements, statutory lien releases, fingerprinting requirements, and other relevant criteria, as provided in the Contract documents, or established in the Trade Contracts. Each assignment to Construction Manager of a Trade Contract shall be effective upon execution of Owner's Assignment and Novation Agreement by Construction Manager, Owner, the applicable Trade Contractor, and such Trade Contractor's surety ("Assignment and Novation Agreement"). The language of the Assignment and Novation Agreement shall be attached hereto as Exhibit A. This Agreement shall prevail over the Assignment and Novation Agreement to the extent that there are any inconsistencies.

10.2 Construction Manager's obligation to manage the work of each Trade Contract shall not be affected in any way by Owner's decision to assign or not assign a Trade Contract.

10.3 Retained Rights.

- (1) Notwithstanding the above, upon the non-performance of Construction Manager of its obligations and notice by Owner of such non-performance and failure to cure within the time periods set forth in this Agreement, Owner shall retain all rights under the Trade Contracts, including without limitation, the right to demand performance under such Trade Contracts, and any rights related to patent and latent defects as well as any rights related to performance bonds, payment bonds or insurance which are required pursuant to such Trade Contracts. Owner shall retain the benefits that derive from the Trade Contracts (i.e., the Project).
- (2) After assignment of any Trade Contract, Owner shall retain the right to revoke and cancel the assignment in case of any legal ruling which determines assignment of Trade Contracts or use of the Construction Management Services Project delivery method to be illegal or unenforceable. In such case, Owner shall resume all rights, duties and obligations under any previously assigned Trade Contract, and Construction Manager shall continue to perform all duties and obligations of a Construction Manager, for the benefit and protection of Owner, to complete the Project as scheduled and otherwise required. In such case, Owner and Construction Manager shall reform their contractual relationship to achieve the purpose and intent of this Agreement and complete the Project in accordance with California law.

10.5 Assignability. It is further agreed that each of the Trade Contracts shall include provisions which provide that Owner's rights and duties under such Trade Contracts are freely assignable to Construction Manager, and that Owner retains all rights specified in subparagraph 3 of this Article.

10.6 Statutory Requirements. Construction Manager acknowledges that the Trade

Contracts are subject to statutory payment provisions with respect to public works; therefore, Construction Manager agrees to abide by such statutory payment provisions as well as any payment procedures which are set forth in the Trade Contracts. Construction Manager shall not be obligated to pay a Trade Contractor for work performed under a Trade Contract which has not been assigned to Construction Manager, unless Construction Manager has received payment for the associated work performed by Trade Contractor from Owner.

- 10.7 Indemnification. After Construction Manager accepts the Assignments provided for herein, Construction Manager agrees to indemnify, defend and hold harmless Owner, its officers, Board of Supervisors, employees, and agents from and against any and all claims, liabilities, causes of action, damages, and expenses of any kind, arising out of or related to any payments to Trade Contractors under any of the Trade Contracts, including without limitation any stop notice action as long as Owner makes all of the payments required by Owner pursuant to subparagraph .2 of this Article, excepting any funds which relate to disputed work which may be withheld according to law, or which have been encumbered by stop notices or court order. Construction Manager's agreement to indemnify herein includes all costs in defending Owner including without limitation, attorney's fees, expert fees, or other expenses associated with such defense by Owner.

#### **ARTICLE 11. SEVERABILITY**

- 11.1 If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall remain in effect.

#### **ARTICLE 12. DISPUTE RESOLUTION**

- 12.1 Continuance of Work. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by direct negotiation as set forth below. Pending resolution of the dispute, Construction Manager agrees that it will not rescind this Agreement or delay or stop the progress of the work; Construction Manager shall continue the work diligently to completion. If the dispute is not resolved pursuant to the procedures set forth in this Article, Construction Manager or Owner shall submit such controversy for determination by the Superior Court of San Mateo County after completion of the Project and not before. Pending resolution of payment disputes, Construction Manager shall continue the work and Owner shall pay undisputed amounts.
- 12.2 Claims (demands for monetary compensation, damages or time extensions) arising from or relating to this Agreement shall be decided by the parties in accordance with this section. Initially, and promptly after identification of a claim, Construction Manager's project manager and Owner's Representative shall meet face-to-face to review and consider the claim. This meeting shall occur at the earliest practicable date and shall be for the express purposes of: (1) exchanging and reviewing all pertinent documents and information relating to the matters and issues in dispute; (2) freely and candidly discussing each party's

position; and (3) reaching agreement upon a reasonable, compromise resolution of the claim.

12.3 If the Project representatives are unable to resolve the claim within ten (10) calendar days, or a mutually agreed upon extension, a senior representative from Construction Manager and a senior representative from Owner shall review the claim in detail and then meet face-to-face to discuss and resolve the matter. This meeting of senior management representatives shall occur no later than fifteen (15) calendar days after the meeting of the Project representatives, unless the parties both agree upon a longer period of time. Each party shall promptly designate a senior representative for purposes of this section. Any party may, if necessary, designate a different senior representative at any time during the course of the Project.

12.4 If any claim remains unresolved after the meeting of the senior management representatives, Construction Manager and Owner agree in the event of claims exceeding [\$50,000], as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in San Francisco, California, before a mediator mutually agreeable to the parties (and such mediator need not be employed by or affiliated with JAMS), and in the event the parties are unable to agree, selected by a judge of the San Mateo County Superior Court. Unless the parties both agree upon a longer period of time, the mediation shall be held no later than thirty (30) calendar days after the meeting of the senior management representatives. No later than ten (10) calendar days prior to mediation, the parties shall exchange in a cooperative and forthright manner all documents, data and information relating to the claim, excepting only those items protected by the attorney/client or other applicable privilege. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation. The parties shall share equally the mediator's fee for the mediation.

12.5 Should mediation fail, jurisdiction shall lie in Superior Court in the County of San Mateo.

### **ARTICLE 13. NOTICES**

13.1 Any notice may be served upon Owner or Construction Manager by delivering it in writing, by overnight delivery service or by depositing it in a United States mail deposit box with the postage thereon fully prepaid and addressed to the party to be noticed at the address set forth below or by facsimile transmission as evidenced by a facsimile confirmation or acknowledged by telephone by the addressee and followed by depositing it in a United States mail deposit box with the postage thereon fully prepaid and addressed to the party to be noticed at the address set forth in Article 15. Either party may change the address for notice by delivering notice of such change as provided above.

## **ARTICLE 14 CONFLICTS OF INTEREST/OTHER AGREEMENTS**

- 14.1 Construction Manager represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 14.2 Construction Manager represents that it has completely disclosed to Owner all facts bearing upon any possible interests, direct or indirect, which Construction Manager believes any member of Owner, or other officer, agent or employee of Owner or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by Owner. Construction Manager shall comply with the Owner's conflict of interest codes and their reporting requirements.
- 14.3 Construction Manager covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Work required under this Agreement. Without limitation, Construction Manager represents to and agrees with the Owner that Construction Manager has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the Owner the Work hereunder and any interest Construction Manager may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the Owner, as determined in the reasonable judgment of the Owner.

## **ARTICLE 15. PROPRIETARY OR CONFIDENTIAL INFORMATION OF OWNER**

- 15.1 Construction Manager acknowledges and agrees that, in the performance of the Work under this Agreement or in the contemplation thereof, Construction Manager may have access to private or confidential information that may be owned or controlled by Owner and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Owner. Construction Manager agrees that all private, confidential, or proprietary information disclosed by Owner to or discovered by Construction Manager in the performance of its Work shall be held in strict confidence and used only in performance of the Agreement. Construction Manager shall exercise the same standard of care to protect such information as a reasonably prudent Construction Manager would use to protect its own proprietary data, and shall not accept employment adverse to the Owner's interests where such confidential information could be used adversely to the Owner's interests. Construction Manager shall notify the Owner immediately in writing if it is requested to disclose any information made known to or discovered by Construction Manager during the performance of or in connection with the Work pursuant to this Agreement.
- 15.2 Any publicity or press releases with respect to the Project or Work shall be under the Owner's sole discretion and control. Construction Manager shall not discuss the Work, the Project, or matters pertaining thereto, with the public press,

representatives of the public media, public bodies or representatives of public bodies, without Owner's prior written consent. Construction Manager shall have the right, however, without Owner's further consent, to include representations of Work among Construction Manager's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

- 15.3 The provisions of this Article shall remain fully effective indefinitely after termination of Work to the Owner hereunder.

#### **ARTICLE 16.SUBCONTRACTING/ASSIGNMENT/OWNER EMPLOYEES**

- 16.1 Construction Manager and Owner agree that Construction Manager's unique talents, knowledge and experience form a basis for this Agreement and that the Work to be performed by Construction Manager under this Agreement are personal in character. Therefore, Construction Manager shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by Owner in a written instrument executed and approved by the Owner in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
- 16.2 To the extent Construction Manager is permitted by Owner in writing to subcontract or assign any portion of this Agreement or any duties or obligations hereunder, Construction Manager shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code, Section 3321). Construction Manager shall remain fully liable and responsible for all acts and omissions of its subcontractees or assignees in connection with the Work or the Project, as if it engaged it the acts and omissions directly.
- 16.3 Construction Manager shall not employ or engage, or attempt to employ or engage, any person who is or was employed by Owner or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Work, without the written consent of Owner.

#### **ARTICLE 17.OTHER OBLIGATIONS**

- 17.1 Discrimination, Equal Employment Opportunity and Business Practices. Construction Manager shall not discriminate against any employee or applicant for employment, nor against any applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Construction Manager shall comply with all federal, state and local laws (including, without limitation, Owner ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each

may be amended from time to time. With respect to the provision of employee benefits, Construction Manager shall comply with San Mateo County Ordinance Code which prohibits contractors (as defined in that ordinance) from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

- 17.2 Drug-Free Workplace Policy. Construction Manager acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Owner premises. Architect agrees that any violation of this prohibition by Construction Manager, its employees, agents or assigns shall be deemed a material breach of this Agreement.
- 17.3 Compliance with Americans with Disabilities and Rehabilitation Act. Construction Manager acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Construction Manager shall provide the Work specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Construction Manager agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Construction Manager, its employees, agents or assigns shall constitute a material breach of this Agreement. Construction Manager shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 17.4 Employee Jury Service Ordinance. Construction Manager shall comply with San Mateo County Ordinance Code with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Architect, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with Construction Manager or that Construction Manager deduct from the employees’ regular pay the fees received for jury service.
- 17.5 Violation of Non-discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Construction Manager to penalties, to be determined by Owner’s County Manager, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Construction Manager from bidding on or being awarded a County contract for a period of up to 3 years; (c) liquidated damages of \$2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager. To effectuate the provisions of this section, the County Manager shall have the

authority to examine Construction Manager's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Construction Manager under this Agreement or any other agreement between Construction Manager and Owner. Construction Manager shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Construction Manager that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Construction Manager shall provide Owner with a copy of Construction Manager's response to the complaint when filed.

#### **ARTICLE 18. MISCELLANEOUS**

- 18.1 Successors and Assigns. The Construction Manager agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the Owner. Any attempted assignment without such consent shall be invalid
- 18.2 Applicable Law and Venue. This Agreement shall be deemed to have been executed in the City of Redwood City, County of San Mateo. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of San Mateo unless the parties agree otherwise in a written amendment to this Agreement.
- 18.3 Independent Contractor; Payment of Taxes and Other Expenses. While engaged in, carrying out, and complying with the terms and conditions of the Construction Manager Agreement, the Construction Manager is an independent contractor and not an officer, agent, or employee of the Owner. Construction Manager shall be fully liable for the acts and omissions of its employees and its agents.

Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between Owner and Construction Manager. Construction Manager acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be Owner employees, and shall not be entitled to receive any benefits conferred on Owner employees, including without limitation workers' compensation, pension, health, insurance or other benefits.

Construction Manager shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United

States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Work delivered pursuant hereto.

Construction Manager shall make its designated representative available as much as reasonably possible to Owner staff during the Owner's normal working hours or as otherwise requested by Owner. Terms in this Agreement referring to direction from Owner shall be construed as providing for direction as to policy and the result of Architect's services only and not as to the means by which such a result is obtained.

- 18.4 Ownership of Construction Documents. All documents prepared or obtained in connection with this Agreement are the property of the Owner and subject to copyright by Owner. Construction Manager may retain one record set of the Construction Documents for the limited purpose of defense of any subsequent Claims or Disputes involving this Project. Construction Manager will not own or claim a copyright in the Construction Documents and other documents prepared by the Architect or other design consultants. All copies of the Construction Documents, except the Construction Manager's record set, will be returned or suitably accounted for to Owner upon completion of the Project. The Construction Documents and other documents prepared by the Architect are furnished to Construction Manager for use solely with respect to this Project. They are not to be used by the Construction Manager on other projects or for additions to this Project outside the Scope of Work without the specific written consent of Owner. The Construction Manager is granted a limited, non-exclusive, license to use and reproduce applicable portions of the Construction Documents and other documents prepared by the Architect for use in the performance of the Construction Manager's Services under this Agreement.
- 18.5 Records. Records of Construction Manager's personnel costs, Consultant costs, and reimbursable expenses pertaining to their services shall be kept on a generally recognized accounting basis, and shall be available to the Owner upon request at reasonable times and places. Construction Manager shall not destroy any Project records. All records are to be turned over to the Owner.
- 18.6 Construction Manager shall make its designated representatives available as much as reasonably possible to Owner staff during the Owner's normal working hours or as otherwise requested by Owner. Terms in this Agreement referring to direction from Owner shall be construed as providing for direction as to policy and the result of Construction Manager's Services only and not as to the means by which such a result is obtained.
- 18.7 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by Owner of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil



Procedure, Sections 337.1 and 337.15, shall continue to apply.

18.8 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

18.9 Entire Agreement. The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.

18.10 Modifications. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both Owner and Architect expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

## **ARTICLE 19.INTENDED BENEFICIARIES**

The Agreement and all rights and obligations set forth herein are intended for the sole benefit of CM and Owner and are not intended to create any third party rights or benefits.

**Construction Manager:**  
**Sundt Layton, A Joint Venture**  
**By:**

**County of San Mateo**  
**By:**

\_\_\_\_\_  
(Signature)

**2860 Gateway Oaks Drive**  
**Suite 300**  
**Sacramento, CA 95833**

**Tel.: (916) 830-8000**  
**Fax: (916) 830-8015**

**Tax ID# 86-0366154**

**Date:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

\_\_\_\_\_  
(Signature)

**400 County Center**  
**Redwood City, CA 94063**

**Tel. : (650) 342-5193**  
**Fax: (650) 342-6964**

**Date:** \_\_\_\_\_

**Board Approval Date:** \_\_\_\_\_

**Exhibit A**  
**OWNER ASSIGNMENT AND NOVATION AGREEMENT**  
**Agreement**  
**Between**  
**COUNTY OF SAN MATEO, Owner**  
**And**  
**Sundt Layton, A Joint Venture, Construction Manager**  
**For**  
**Construction Management Services**

This Assignment and Novation Agreement is valid as of \_\_\_\_\_, 2013 (the "Effective Date"), between the County of San Mateo ("OWNER"), Sundt Layton, A Joint Venture (CONSTRUCTION MANAGER"), and \_\_\_\_\_ ("TRADE CONTRACTOR"), collectively the "parties." This Assignment and Novation Agreement amends, restates, replaces and supplements certain aspects of the TRADE CONTRACT entered into by and between the OWNER and TRADE CONTRACTOR for work on the San Mateo County Replacement Jail Project ("Project").

WHEREAS, CONSTRUCTION MANAGER and the OWNER entered into a Construction Management Services Agreement for construction management services for the Project;

WHEREAS, the OWNER has entered into a TRADE CONTRACT with TRADE CONTRACTOR;

WHEREAS, the OWNER and the TRADE CONTRACTOR desire to modify the TRADE CONTRACT, as set forth herein;

WHEREAS, the OWNER desires to assign to CONSTRUCTION MANAGER, and CONSTRUCTION MANAGER desires to accept the assignment of the TRADE CONTRACT, the rights and benefits associated therewith, and TRADE CONTRACTOR agrees with and does not object to the assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## ARTICLE I AGREEMENT

- 1.1. The parties mutually agree to and do hereby modify the TRADE CONTRACT as of the Effective Date. The parties acknowledge and agree that:
  - A. Pursuant to the terms and conditions of the Construction Management Services Agreement between OWNER and CONSTRUCTION MANAGER, OWNER's Agreement with TRADE CONTRACTOR is assigned by OWNER to CONSTRUCTION MANAGER and CONSTRUCTION MANAGER accepts the assignment of the TRADE CONTRACT.
  - B. All rights and obligations the OWNER has under the TRADE CONTRACT are hereby transferred to CONSTRUCTION MANAGER as of the Effective Date.
  - C. All references to and meaning of the word "Owner" in the TRADE CONTRACT shall remain the same and, therefore, "Owner" shall refer to the OWNER, with all of the corresponding rights, obligations and benefits thereof.
  - D. All references to the word "OWNER" in the TRADE CONTRACT shall be replaced with the word "Sundt Layton, A Joint Venture [Construction Manager]" with all of the respective rights, obligations and benefits resulting therefrom.
  - E. TRADE CONTRACTOR acknowledges and accepts all of the terms of this Assignment and Novation Agreement and agrees to be bound accordingly.
- 1.2. Said assignment contemplated herein notwithstanding, the OWNER and CONSTRUCTION MANAGER shall continue to be bound by and agree to comply fully with their obligations under the Construction Management Services Agreement, and with any other term or provision imposing an obligation on the parties.
- 1.3. Notwithstanding the parties' desire, intent and agreement to modify the TRADE CONTRACT through this Assignment and Novation Agreement, should the OWNER, at its sole discretion, wish to cancel, void and/or terminate this Assignment and Novation Agreement at any future time, the OWNER may do so by providing written notice to CONSTRUCTION MANAGER. In such an event, simultaneously upon communication of written notice, this Assignment and Novation Agreement shall be deemed canceled, voided and/or terminated and the OWNER and CONSTRUCTION MANAGER shall look solely to and be bound by the original terms of the Construction Management Services Agreement and OWNER and TRADE CONTRACTOR shall look solely to and be bound by the TRADE CONTRACT. If this Assignment and Novation Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, the Construction Management Services Agreement shall nevertheless remain in full force and effect.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

- 2.1. CONSTRUCTION MANAGER represents and warrants to the OWNER that it is a corporation duly organized, in good standing and validly existing under the laws of the State of California. The execution, delivery and performance of this Agreement by CONSTRUCTION MANAGER has been duly authorized.
- 2.2. The OWNER represents and warrants to CONSTRUCTION MANAGER that the OWNER is duly organized and in good standing and validly existing under the laws of the State of California. The execution, delivery and performance of this Agreement by the OWNER has been duly authorized.

## ARTICLE III MISCELLANEOUS

- 3.1. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.
- 3.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.
- 3.3. Notices. Notices, offers, requests or other communications required to be given by either party pursuant to the terms of this Agreement shall be given in writing to the respective parties.
- 3.4. Counterparts. This Agreement and the other documents referred to herein or therein, may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
- 3.5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Neither party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such assignment shall be void; provided, however, either party may assign this Agreement to a successor entity in conjunction with such party's reincorporation.
- 3.6. Severability. If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
- 3.7. Authority. Each of the parties hereto represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed

and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms.

- 3.8. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement.
- 3.9. Attorneys' Fees. Should either party initiate any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other appropriate relief.

WHEREFORE, the parties have executed this Assignment and Novation Agreement effective as of the date first set forth above.

Construction Manager :  
Sundt Layton, A Joint Venture

County of San Mateo – Owner:

By:

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

2860 Gateway Oaks Drive  
Suite 300  
Sacramento, CA 95833

400 County Center  
Redwood City, CA 94063

Tel.: (916) 830-8000  
Fax: (916) 830-8015

Tel.: (650) 342-5193  
Fax: (650) 342-6964

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Trade Contractor for Bid Package: \_\_\_\_\_  
\_\_\_\_\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
\_\_\_\_\_

Tel.: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Exhibit B**  
**PROJECT NOT TO EXCEED COST**  
**Agreement**  
**Between**  
**County of San Mateo, Owner**  
**And**  
**Sundt Layton, A Joint Venture**  
**For**  
**Construction Management Services**

**Each Amount listed below is a Not to Exceed Amount:**

**The total amount is based on the following components:**

- |  |                       |
|--|-----------------------|
| 1) Trade Contract Base Bid Amounts:  | <b>\$0</b>            |
| - Amendment to be issued to adjust to actual bid amounts.  |                       |
| 2) Provisional Bid Allowances:   | <b>\$0</b>            |
| - Amount to be included in the trade bids  |                       |
| 3) Construction Contingencies:   | <b>\$0</b>            |
| - Based on 3% of estimated trade bid amounts less bid allowances   |                       |
| - Amendment to be issued to adjust to actual bid amounts.  |                       |
| 4) Construction Manager's Fee:   | <b>\$3,295,451.00</b> |
| - Based on 3.295% of estimates trade bids less allowances  |                       |
| - Amendment to be issued to adjust to actual bid amounts.  |                       |
| 5) General Conditions:   | <b>\$3,842,478.00</b> |
| - Construction Manager's personnel hourly payment and line items identified in RFP attachments   |                       |
| - this amount is exclusive of amounts that will be paid by Construction Manager for items set forth in Exhibit D --1.1.5(b), which will be reimbursed by Owner |                       |
| 6) Preconstruction fee   | <b>\$250,000.00</b>   |



**Following is a breakdown of the above summary:**

<b>Bid Package</b>	<b>Discipline</b>	<b>Estimate</b>	<b>Allowances</b>	<b>Totals</b>
1				
2				
3				
4				
5				
6				
7				

**TOTALS:**

**Construction Contingency:** (3.295% of trade estimates)

\$\*

\* To be adjusted after trade bids are accepted.

**General Conditions:**

*Hourly rates invoiced as indicated in Exhibit C*

Supervision & Clerical

**Reimbursable Expenses:**

*Reimbursable expenses invoiced T&M cost with a 0% mark up.*

*Refer to Exhibit D for allowable reimbursable items which will be paid from General Conditions.*

**Exhibit C**

**SCHEDULE OF RATES**

**Agreement**

**Between**

**County of San Mateo, Owner**

**And**

**Sundt Layton, A Joint Venture**

**For**

**Construction Management Services**

**SCHEDULE OF RATES FOR PERSONNEL COSTS**

<i>Position</i>	<i>Person</i>	<i>Cost per hr.</i>
Principal in Charge	Bruce McDonough	\$101.13
Project Director	Steve Blaylock	\$95.17
Operations Manager	Steve Humphreys	\$122.81
Preconstruction Project Manager	Ron Ecker	\$114.58
Preconstruction Project Manager	Brent Walton	\$74.73
Sr. Estimator	Tim Blood	\$65.97
dProfiler Estimator	Brian Parker	\$43.88
BIM Manager	Dan Russell	\$87.40
BIM Engineer	Howard Atkinson	\$57.23
Scheduler	Brandon Howell	\$65.41
Sr. Project Manager	Ed Deffner	\$93.58
General Superintendent	Doug Brown	\$97.30
Assistant Project Manager	Lars Frederickson (TBD)	\$111.66
Safety Specialist	Jason Hughes (TBD)	\$52.50
Superintendent	Bryan Terry (TBD)	\$103.09
Sr. Project Engineer	Jared Mettee (TBD)	\$84.65
Field Engineer	Jeff Estabrook (TBD)	\$50.70
Administrative Assistant	Denise Levesque (TBD)	\$40.49 (\$45.31 OT)

Rates include all taxes, insurance, cell phone, vehicle expense, living allowances (to be reconciled to actual cost), on site computer cost, benefits (including PTO), bonus are not included in the above rates.



## 2. Office Location

- Sandy, UT

## 3. Phone Number

- 801.563.3678

## 4. Years of Service with Firm

- 28

## 5. Education

- University of Utah Civil Engineering Studies

## 9. Anticipated Services to be provided

- Bruce will be the Principal in Charge on this project. Bruce will aid the construction team in executing the contract. Bruce has many years of Detention experience and will be a valuable asset to the team. Bruce will attend meetings on a regular basis and will interact with the Project Manager and Superintendent on a daily basis. Bruce will also be integral in all of the County's meetings and correspondence.

# Bruce McDonogh

## Principal in Charge

Bruce's strengths lie in his working knowledge and experience in all areas of construction. He started as a carpenter at Layton and has worked as a Superintendent, Project Manager, to now Vice President of Operations. His experience includes nearly every type of Detention Facility.

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Clark County Detention Center, Las Vegas, NV

- This facility includes three buildings: inmate housing, administration and central plant. The 36-acre site has been developed for future expansion of several additional housing buildings. The 62,470-sf housing area was constructed with precast concrete, structural steel, masonry concrete and rebar and houses over 1,000 inmates. Within the housing building is a video court room. The heart of the security systems of the facility is located within the administration building. The master command is located on the second floor of the building and has the monitors and controls to operate the entire site. The second floor also contains the administrative section, staff locker rooms, classrooms and a training cell. Inmate intake, processing and personal effects storage are located on the first floor. There is also a full-service kitchen that can prepare more than 6,000 meals per day.
- **Reference:** Peter Wenner, The Molasky Group - 702.735.0155

### Wyoming Medium Correctional Institution, Torrington, WY

- The facility is located in Torrington, a remote area of Wyoming. The difficult site is located on a sand dune that required approximately 500,000 cubic yards of sand to be moved to fill in valleys as deep as 35 feet and hills as tall as 30 feet. Components of the project include prison, administration building, central plant, gatehouse building, warehouse, maintenance building and vocational training. The prison has 720 beds, including infirmary and mental health isolation cells.
- **Reference:** Ed McAuley, State of Wyoming - 307.777.5950

### Salt Lake County Adult Detention Center, Salt Lake City, UT

- The Salt Lake County Jail represents the largest single construction project in the county's history. It includes; a total of 1,044 cells with 2,088 beds, four housing pods, which are each 117,746-sf, a 44,650-sf food services building, 127,018-sf jail support facility, and a central plant and sheriff's office that total 84,235-sf.
- **Reference:** Chuck Piper, Salt Lake County Sheriffs Office - 801.468.2254

## Additional Project Experience

- Nye County Jail - Pahrump, NV
- Kane County Sheriff's Complex - Kanab, UT
- Clark County Detention Center - Las Vegas, NV
- Wyoming Medium Correctional Facility - Torrington, WY
- Nevada Prison No. 8 (preconstruction) - Indian Springs, NV
- Davis County Jail Phase 1 and Phase 2 - Farmington, UT
- Davis County Jail Expansion - Farmington, UT
- Ada County Jail - Boise, ID
- Uintah County Public Safety Complex - Vernal, UT



## 2. Office Location

- Sacramento, CA

## 3. Phone Number

- 916.830.8032

## 4. Years of Service with Firm

- 32

## 5. Education

- Masters of Business Administration - Operations and Finance, Brigham Young University
- Bachelor of Science - Economics, Brigham Young University

## 9. Anticipated Services to be provided

- Cody will be the District/Division Manager on this project. Cody will provide direction and support to the preconstruction and construction phase efforts for this project.

# Cody Pearson

## District/Division Manager

Cody's experience spans over 32 years in the construction industry, the past seven of which have been with Sundt. He is familiar with every aspect of the construction process.

Cody is responsible for the acquisition, administration and execution of all building projects the company performs in the California market. He provides direction and support to the preconstruction and construction phase efforts on all projects.

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Richard E. Arnason Justice Center, Pittsburg, CA

- Construction of a new, \$42 million, three-story courthouse building, parking and other site development. Phase Two entails demolition of the existing Pittsburg Delta Courthouse and accessory shed.
- **Reference:** Pearl Freeman, Administrative Office of the Courts - 415.865.4060

### Quincy Courthouse Renovation, Quincy, CA

- An interior renovation to a 1,600-sf courtroom included installing new flooring, lighting, upgraded HVAC units, office space, judge's chambers and a new court bench.
- **Reference:** Rob Uvalle, Office of Court Construction and Management - 916.263.7949

### Porterville Courthouse Preconstruction, Porterville, CA

- The \$67 million project is the design, construction, and commissioning of a new building and site development for a trial court facility comprised of approximately 100,000-gsf. The 4 story building (3 stories plus below grade basement) includes 9 Courtrooms (including 1 Arraignment, 8 Criminal), judges chambers, courtroom holdings, jury deliberations rooms, support services, clerks offices and work areas, public walk-up windows and queuing, holding and below grade sallyport. The approximately 7.4 acre site includes parking and circulation and featured courtyard scheme.
- **Reference:** Kim Davis, Office of Court Construction and Management - 559.445.5369

### Mammoth Lakes Courthouse, Mammoth Lakes, CA

- New \$15 million courthouse with two multi-purpose courtrooms, a jury deliberation room, judicial chambers, work areas for employees, holding cells, children's waiting room and a 40-vehicle parking lot.
- **Reference:** Rona Rothenberg, Administrative Office of the Courts - 415.865.7550

## Additional Project Experience

- Four US Embassy projects for the US State Department in Africa and the former Soviet Union - \$168.5 million
- FEBR and blast resistant buildings through out the Middle East and Asia - \$64.8 million
- Correctional facilities for the New York Department of General Services - \$118.5 million



## 2. Office Location

- Sacramento, CA

## 3. Phone Number

- 480.293.3246

## 4. Years of Service with Firm

- 5

## 5. Education

- Associate of Arts, Architectural Technology - Purdue University
- Bachelor of Science, Construction Management - California State University, Long Beach

## 9. Anticipated Services to be provided

- Steve will act as the Project Executive for this project. As such, he will be the direct line of communication to the County throughout the entire project. Steve will be responsible to have his hands on the pulse of the entire project directives. He will work with the architectural design team, the construction team onsite, and the County to move the project forward.

## Licenses/Registrations/Affiliations

- Certified Professional Constructor

# Steve Blaylock, CPC

## Project Executive

Mr. Blaylock has been in the construction industry for 36 years, joining Sundt in 2008, with experience at the County Government, Program Management, and General Contracting levels. He has been involved with the design and construction of 16 correctional facilities, including food service and laundry facilities.

In addition, Steve has participated in the facility start-up and Sheriff Transition Teams for 7 jail projects, including 268 psychiatric jail hospital beds, a 60-bed special needs infirmary including TB (negative pressure) and AIDS (positive pressure) isolation cells, 2 full service county jail clinic facilities. He has 6 years of experience working with design-build/design assist delivery methods.

---

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### San Bernardino Juvenile Detention Facility, San Bernardino, CA

- Project included three new 80-bed housing units and one 40-bed housing unit, a single story administration/ warehouse facility and a kitchen. Steve was the Project Director for this \$59 million project. The project completed six months ahead of schedule.
- **Reference:** Cindy Jones, Sr. Project Manager, County of San Bernardino - 909.387.5275

### Theo Lacy Jail Expansion, Orange County, CA

- Project included the design and construction of a 365,650-sf expansion, 192 medium security cells, addition of 1,326-beds, support space, kitchen, administrative space, laundry, and intake. Steve was the Project Director for this \$78 million project. The Theo Lacy Jail was part of the Manchester Program which completed ahead of schedule.
- **Reference:** County of Orange, CA, Sheriffs Department, 714.647.7000

### Santa Ana Police Administration and Holding Facility, Santa Ana, CA

- Project included the design and construction of a 501,000-sf, 450-bed jail and police administration building, crime lab, kitchen, intake, firing range, and emergency communications center. Steve was the Project Manager for this \$83 million project. The project was completed three months behind schedule due to a 100 year flood event that occurred on site.
- **Reference:** Russ Davis, City of Santa Ana PD, Jail Commander - 714.245.8120

**Maricopa County Justice Bond Program, Phoenix, Arizona:** \$520 million. The Program was completed ahead of schedule. The Justice Bond Program included; 4th Ave Jail, Lower Buckeye Jail Facility, Maricopa County Central Jail Food Factory, Maricopa County Central Jail Laundry Facility, Maricopa County Durango Central Plant, Maricopa County Central Jail Retherm Food Delivery System, Durango Juvenile Detention, Southeast Juvenile Detention Facility.

- **Reference:** Heidi Birch, 602.739.1385

**Manchester Justice Program, County of Orange California:** \$185 million. The Program was completed ahead of schedule. The program included site Improvements, and a Juvenile Justice Center.

- **Reference:** County of Orange, CA, Probation Department, 714.569.2000



## 2. Office Location

- Sacramento, CA

## 3. Phone Number

- 916.830.8055

## 4. Years of Service with Firm

- 1 Month

## 5. Education

- Bachelor of Science, Civil Engineering, Northern Arizona University

## 9. Anticipated Services to be provided

- Ron will be the Preconstruction Manager on this project. In this role, he will be responsible for coordinating all estimating and subcontracting activities for the project. He will work directly with the estimating and scheduling departments to ensure the project is maintained under the budget requirements. Ron will report to Steve on a regular basis to maintain all lines of communication.

## Licenses/Registrations/Affiliations

- Registered Professional Engineer-Civil in 9 States
- LEED Accredited Professional

## Ronald Ecker, P.E., LEED AP

### Preconstruction Project Manager

Ron has 31 years of experience providing operations management and management of multiple complex building projects. He has 25 years experience specifically with criminal justice design and construction phase management of jails, prisons, police stations and courts. As preconstruction project manager, Ron will collaborate with the project team to deliver successful GMP's leading into the construction phase.

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Maricopa County, Court Tower Project, Phoenix, AZ

- Project provides a new, 695,000-sf, 16-story, high-rise criminal court tower in downtown Phoenix, Arizona. The facility, which was integrated into the existing county court complex, houses courtrooms, judicial chambers, prisoner holding areas, and court support functions. This new court tower will serve as a hub for an improved campus approach to security and safety. Key provisions included a new vehicular sally port and central holding area, campus-wide and building control center, appropriate in-custody holding areas and circulation systems, new public and staff entrances, and separate areas for public and restricted court support functions throughout the buildings. Project will achieve LEED 3.0 Silver certification.
- **Reference:** David Smith, County Manager, 602.506.1950

### Ford County Law Enforcement Center and Jail, Dodge City, KS

- Project provided a new law enforcement facility consisting of a 188-bed jail with areas for programs, booking, work release, food service, laundry, medical and dental, evidence lab, sheriff's offices, investigation, and patrol.
- **Reference:** Not Available

### Tulare County, Bob Wiley Detention Center, Visalia, CA

- Project provided a 384-bed county jail, consisting of six buildings, two wells, a waste treatment plant, and cogeneration facility. Multi Trade delivery.
- **Reference:** Not Available

### Iowa Department of Corrections, Newton Men's Correctional Facility, Newton, IA

- Project provided a 750-bed men's correctional facility on a 90-acre site and included a 300,000-gallon water tank and pumped sewage. The rural location required an elevated water tank be provided because the existing distribution did not have adequate capacity for prison demand. Also, a sewage lift and pump station was required to force sewage to the city treatment plant.
- **Reference:** John R. Bladwin, Director of Corrections, 515.725.5701

### Project Manager. Linn County Jail and Sheriff's Facility, Albany, OR

- Project provided a 111-bed jail and law enforcement facility that was master planned on a site contiguous to the Albany Police Department facility. Coordinated and managed multi-prime contracts.
- **Reference:** Tim Merrill, Merrill Architects, 503.238.8100



## 2. Office Location

- Sandy, UT

## 3. Phone Number

- 801.563.3524

## 4. Years of Service with Firm

- 17

## 5. Education

- Bachelor of Science, Architectural Engineering – Penn State

## 9. Anticipated Services to be provided

- Ed Deffner will be the Senior Project Manager on this project. As such Ed will execute the contract and will be the main point of contact for the County during construction. Ed will also be involved during the pre-construction phase. Ed will handle all administrative duties for the project and will be responsible for all contract requirements being met. Ed will hold signing authority on behalf of the Sundt/Layton team and will confer with both Bruce and Steve when needed. Ed's multiple detention project experience will ensure the success of this project.

## Licenses/Registrations/Affiliations

- LEED Accredited Professional

## Ed Deffner, LEED AP

### Senior Project Manager

Ed blends his technical background with field experience to create a well-rounded manager. His attention to detail is evident in his product safety and quality standards. The projects run smoothly and within budget. Ed is also a solid problem solver, primarily because he foresees potential issues before they become critical. Ed brings the expertise to this project with his vast experience in detention projects. Ed is current with his knowledge and will be a great asset to the team in the capacity of PM over support buildings.

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Davis County Jail Expansion, Farmington, UT

- The Davis County Jail Expansion added 400 beds to the existing 200-bed facility. It also included a new kitchen, supporting structure, video visitation, and security electronics interface. The remodel scope included demolition, reconfiguration, and reconstruction of the inmate booking, kitchen, laundry and visitation areas. Inmates' cells consist of both masonry and precast concrete cells. The jail remained in full operation during the entire construction period.
- **Reference:** Mitch Matern, Davis County - 801.807.8684

### Uintah Public Safety Building, Vernal, UT

- This project is a 170,000-sf public safety complex for Uintah County, with JWL Architecture and Babcock Design Group collaborating in a joint-venture effort for the building's design. The facility will include a new county jail with 192 cell beds, a new courtroom with attorney's offices, a new sheriff's office as well as space for the FBI, Utah Highway Patrol and Emergency Dispatch. The complex will include a fullservice kitchen and laundry area as well as medical facilities, and will be constructed with room for future dorm expansion. The jail cells used for the facility will be Tindall precast concrete jail cells constructed in Atlanta, Georgia.
- **Reference:** Kelly Hays, Facilities Manager, Uintah County - 435.781.5484

### Salt Lake County Adult Detention Center, Salt Lake City, UT

- The Salt Lake County Jail represents the largest single construction project in the county's history. It includes; a total of 1,044 cells with 2,088 beds, four housing pods, which are each 117,746-sf, a 44,650-sf food services building, 127,018-sf jail support facility, and a central plant and sheriff's office that total 84,235-sf.
- **Reference:** Chuck Piper, Salt Lake County Sheriffs Office - 801.468.2254

## Additional Project Experience

- Kane County Sheriff's Complex - Kanab, UT
- Uintah County Children's Justice Center - Vernal, UT
- Uintah County Public Safety Complex - Vernal, UT
- Spanish Fork Justice Center - Spanish Fork, UT
- Davis County Jail Expansion - Farmington, UT
- Ada County Jail Expansion - Boise, ID
- Salt Lake County Special Operations Building - Salt Lake City, UT
- Emergency Operations Center - Salt Lake City, UT





## 2. Office Location

- Sandy, UT

## 3. Phone Number

- 801.568.9090

## 4. Years of Service with Firm

- 14

## 5. Education

- N/A

## 9. Anticipated Services to be provided

- Doug will be the lead Superintendent on this project. Doug will lead all field operations with regards to the administration and execution of subcontractors and field personnel. Doug will manage the day to day construction activities on site and will report directly back to Ed, Bruce and Steve. Doug will also oversee the safety efforts and implementation on site. He will work closely with the Safety manager to ensure safe practices are being met. Doug will also work directly with Brandon in the scheduling department to update and present the schedule at all weekly meetings. Doug will run the weekly subcontractor meetings and will participate in the weekly OAC meetings.

# Doug Brown

## Senior Project Superintendent

As a superintendent, Doug focuses on creating a working relationship with each subcontractor. These relationships allow him to envision the project and quickly resolve any issues or questions about the project. Doug's greatest strength is his ability to multi-task project management responsibilities. With his vast experience in construction and strong leadership skills, Doug is able to handle the unforeseen and successfully manage the day to day details of a project.

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Wyoming Medium Correctional Institution, Torrington, WY

- The facility is located in Torrington, a remote area of Wyoming. The difficult site is located on a sand dune that required approximately 500,000 cubic yards of sand to be moved to fill in valleys as deep as 35 feet and hills as tall as 30 feet. Components of the project include prison, administration building, central plant, gatehouse building, warehouse, maintenance building and vocational training. The prison has 720 beds, including infirmary and mental health isolation cells.
- **Reference:** Ed McAuley, State of Wyoming - 307.777.5950

### Gateway Block B, Salt Lake City, UT

- The Gateway, once an old rail yard, is Utah's largest mixed-use project to date with over 2,000,000-sf of residential, retail, 12-screen movie complex, office, hotel and entertainment space. Because of the project's magnitude, the client contracted with three general contractors for different portions of the facilities. Block B consists of office towers, space for the Children's Museum, a five story underground parking structure, retail space on both Rio Grande and the north side of the development and the development's central plant. In Area G, Layton constructed a restaurant, a 150-ft clock tower, a dock area and retail space. Doug was the Sr. Project Superintendent on this project.
- **Reference:** Mark Harris, Reavely Engineering - 801.486.3883

### Redlands California Temple, The Church of Jesus Christ of Latter-day Saints, Redlands, CA

- Outside, visitors to the temple enjoy three water features and extensive landscaping surrounded by a powder-coated aluminum fence. The temple exterior is clad with Chinese granite in-laid with custom art glass windows from London, England. Doug was the Sr. Project Superintendent for this High end finish project.
- **Reference:** Gerry Sears, LDS Church Project Manager - 435.773.1531

## Additional Project Experience

- West Wendover Jail - Wendover, NV
- Utah State Penitentiary - Draper, UT
- Family Visiting and D Cell Block Remodel
- RiverPark Office Park - South Jordan, UT
  - Office Building IV
  - Office Building VI
  - Retail, Phase 5
  - Retail, Phase I-IV





## 2. Office Location

- Sandy, UT

## 3. Phone Number

- 801.243.6347

## 4. Years of Service with Firm

- 15

## 5. Education

- Masters of Business Administration, Brigham Young University
- Bachelor of Science, Construction Management, Brigham Young University

## 9. Anticipated Services to be provided

- Will has been assigned as the scheduler for this project. Will brings the expertise to the project of having worked on several Detention projects. Will is fully trained in the latest scheduling software and will be able to keep the team up to speed with regards to scheduling reports and activities.

## Will Parco

### Project Scheduler

Will's strengths derive from a diverse background. He has been effectively "cross-trained" in preconstruction services, operations and scheduling through work as a project engineer and project manager on some of Layton's largest projects and through work as the senior corporate scheduler on both fast-track and long-term projects. As Sr. Scheduler, Will has worked to create accurate schedules and constantly evaluated construction progress, ensuring on-time completion on all of his projects.

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Clark County Detention Center, Las Vegas, NV

- This facility includes three buildings: inmate housing, administration and central plant. The 36-acre site has been developed for future expansion of several additional housing buildings. The 62,470-sf housing area was constructed with precast concrete, structural steel, masonry concrete and rebar and houses over 1,000 inmates. Within the housing building is a video court room. The heart of the security systems of the facility is located within the administration building. The master command is located on the second floor of the building and has the monitors and controls to operate the entire site. The second floor also contains the administrative section, staff locker rooms, classrooms and a training cell. Inmate intake, processing and personal effects storage are located on the first floor. There is also a full-service kitchen that can prepare more than 6,000 meals per day.
- **Reference:** Peter Wenner, The Molasky Group - 702.735.0155

### Wyoming Medium Correctional Institution, Torrington, WY

- The facility is located in Torrington, a remote area of Wyoming. The difficult site is located on a sand dune that required approximately 500,000 cubic yards of sand to be moved to fill in valleys as deep as 35 feet and hills as tall as 30 feet. Components of the project include prison, administration building, central plant, gatehouse building, warehouse, maintenance building and vocational training. The prison has 720 beds, including infirmary and mental health isolation cells.
- **Reference:** Ed McAuley, State of Wyoming - 307.777.5950

### Uintah Public Safety Building, Vernal, UT

- This project is a 170,000-sf public safety complex for Uintah County, with JWL Architecture and Babcock Design Group collaborating in a joint-venture effort for the building's design. The facility will include a new county jail with 192 cell beds, a new courtroom with attorney's offices, a new sheriff's office as well as space for the FBI, Utah Highway Patrol and Emergency Dispatch. The complex will include a fullservice kitchen and laundry area as well as medical facilities, and will be constructed with room for future dorm expansion. The jail cells used for the facility will be Tindall precast concrete jail cells constructed in Atlanta, Georgia.
- **Reference:** Kelly Hays, Facilities Manager, Uintah County - 435.781.5484

### Additional Project Experience

- Nye County Jail - Pahrump, NV
- Davis County Jail Expansion - Farmington, UT
- Salt Lake County Adult Detention Center - Salt Lake City, UT
- Ada County Jail - Boise, ID



## 2. Office Location

- Tempe, AZ

## 3. Phone Number

- 480.293.3375

## 4. Years of Service with Firm

- 17

## 5. Education

- N/A

## 9. Anticipated Services to be provided

- Dan will oversee all of our BIM activities throughout the project from design to construction completion.

## Licenses/Registrations/Affiliations

- LEED Accredited Professional

# Dan Russell, LEED AP

## BIM Coordinator

Dan has 20 years of CAD experience in the construction industry. Since 2006, he has been tasked to lead Sundt/Layton's Simulated Construction (SIMCON) department, one of the largest of its kind for a general contractor, which manages all of Sundt/Layton's BIM coordination efforts in-house. Prior to taking on this role, Dan worked as a Project Engineer, Project Manager and Pre-Construction Project Manager in Sundt's Concrete Group. The majority of his career has been spent as a Formwork Engineer and he has modeled and designed concrete forms for projects as diverse as the Arizona Science Center to Water Treatment Plants and Bridges.

## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Dial Corporate Headquarters & Research and Development Facility, Scottsdale, AZ

- \$117,801,617, CMAR, A four-story building to house a 220,000--sf (sf) research and development facility and 130,000-sf of office space. Project also includes an underground, three-story 400,000-sf parking garage.
- **Reference:** Brad Gazaway, VP Corporate Counsel & Sec. Dial Henkel Corp. - 480.754.5748

### Arizona State University Cronkite School of Journalism and Mass Communication, Phoenix, AZ

- \$72,169,750, Design Build 1 Step, Construction of a 223,000--sf, multi-level, mid-rise building, consisting of office, retail, classrooms, and studios, located in the downtown Phoenix core district.
- **Reference:** Chris Callahan, Dean, ASU Cronkite School of Journalism - 602.496.5012

### Butler Water Reclamation Facility, Peoria, AZ

- \$106,257,716, CMAR, A 10-million gallon-per-day treatment plant, influent pump station and transmission lines to the plant and back to the recharge facility.
- **Reference:** Shawn Kruezwiesner, City of Peoria, - 623.773.7329

### Bell Armed Forces Reserve Center, Bell, CA

- \$62,816,938, Design Build 2 Step, Design and construction of an Armed Forces Reserve Center including a 178,000--sf administration/training building, a 50,000-sf Organizational Maintenance Shop and a 20,000-sf storage facility.
- **Reference:** Stan Fujimoto, PE, USACE - 623.773.7329

### University of Nevada, Reno William N. Pennington Health Sciences Education Building, Reno, NV

- \$28,575,424, CMAR, A 58,638--sf building with lecture halls and simulation teaching labs for the UNR Schools of Medicine and Nursing in two separate wings. The project also serves as the Nursing School.
- **Reference:** Chris Chimits, Deputy Manager, State of NV Public Works, 775.684.4111

### San Ysidro High School Performing Arts and Classroom Addition, San Diego, CA

- \$24,403,039, Design Build 1 Step, Design Build 50,000-sf of additional classroom buildings, a Performing Arts/multipurpose complex, covered walkways, and athletic courts.
- **Reference:** Paul Woods, Director of Planning & Construction, SUHSD, 619.691.5553



## 2. Office Location

- Sacramento, CA

## 3. Phone Number

- 916.830.8057

## 4. Years of Service with Firm

- 36

## 5. Education

- Bachelor of Science, Construction Engineering, Cal Poly, San Luis Obispo

## 9. Anticipated Services to be provided

- Steve will coordinate with the operational staff on the project to ensure that they have the resources and equipment needed for the project. Steve will communicate directly with the Project Manager, Ed Deffner, as well as Superintendent Doug Brown.

## Licenses/Registrations/Affiliations

- Certified Professional Constructor
- Designated Design - Build Professional
- LEED Accredited Professional

## Steve Humphreys, CPC, DBIA, LEED AP

### Operations Manager

Steve has been in the construction industry for 36 years, the last 12 which have been with Sundt. He has produced excellent results and generated strong loyal clients throughout his career.

His responsibilities as the Operations Manager include; overall responsibility for project success; supervise area project management, administration, and field operations; providing technical and administrative direction to ensure divisional goals are achieved; responsible for the execution of projects in a safe, profitable and timely manner; assisting in the implementation of company policies and procedures; responsible for the morale, motivation, training and development of personnel.

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## 6. Professional Experience / 7. Pertinent Experience / 8. References from Pertinent Experience

### Richard E. Arnason Justice Center, Pittsburg, CA

- Construction of a new, \$42 million, three-story courthouse building, parking and other site development. Phase Two entails demolition of the existing Pittsburg Delta Courthouse and accessory shed.
- **Reference:** Pearl Freeman, Administrative Office of the Courts - 415.865.4060

### Quincy Courthouse Renovation, Quincy, CA

- An interior renovation to a 1,600-sf courtroom included installing new flooring, lighting, upgraded HVAC units, office space, judge's chambers and a new court bench.
- **Reference:** Rob Uvalle, Office of Court Construction and Management - 916.263.7949

### Porterville Courthouse Preconstruction, Porterville, CA

- The \$67 million project is the design, construction, and commissioning of a new building and site development for a trial court facility comprised of approximately 100,000-gsf. The 4 story building (3 stories plus below grade basement) includes 9 Courtrooms (including 1 Arraignment, 8 Criminal), judges chambers, courtroom holdings, jury deliberations rooms, support services, clerks offices and work areas, public walk-up windows and queuing, holding and below grade sallyport. The approximately 7.4 acre site includes parking and circulation and featured courtyard scheme.
- **Reference:** Kim Davis, Office of Court Construction and Management - 559.445.5369

### Mammoth Lakes Courthouse, Mammoth Lakes, CA

- New \$15 million courthouse with two multi-purpose courtrooms, a jury deliberation room, judicial chambers, work areas for employees, holding cells, children's waiting room and a 40-vehicle parking lot.
- **Reference:** Rona Rothenberg, Administrative Office of the Courts - 415.865.7550

## Additional Project Experience

- University of California Davis - Tercero Student Housing Phase III, Davis, CA
- University of California Berkeley - Clark Kerr Campus Renewal, Berkeley, CA
- Sierra Vista Hospital, Sacramento, CA

## Attachment C1

## CM General Conditions

	Temporary Facilities	General Conditions	Unit	Quantity	Unit Cost	Total
1	Office Trailer/Rental	X	Month	26	9,557.78	248,502
2	Storage Trailer & Tool Shed Rental	X				
3	Office Furniture/Equip/computers	X	Month	26	130.50	3,393
4	Xerox Copies/Misc Printing	X	Month	26	2,156.50	56,069
5	Postage/UPS/FedEx	X	Month	26	630.75	16,400
6	Project Photographs	X	Month	26	50.00	1,300
7	Temporary Toilets	X	Month	26	1,800.00	46,800
8	Project Sign	X	Lump Sum	1	1,300.00	1,300
9	Temporary Fencing/Enclosures	X	LF	2000	6.50	13,007
10	Covered Walkways	X				
11	Drinking Water/Cooler/Cup	X	Month	26	152.25	3,959
12	Safety/First Aid Supplies	X	Month	26	65.25	1,697
13	Fire Fighting Equipment	X	Lump Sum	1	1,625.00	1,625
14	Security Guards	X				
15	Watchman Service	X	Lump Sum	1	78,713.27	78,713
16	Others-CM to include items not listed above					
	Miscellaneous Project Costs					
1	Printing - Drwgs & Specs	X	Lump Sum	1	13,000.00	13,000
2	Facility Operator/Training	X				
3	Offsite Travel	X	Lump Sum	1	26,000.00	26,000
4	Others-CM to include items not listed above					
5	* Contractor Bonds and Insurance costs are not to be subject to Contractor mark-up.					
	Hoisting					
	Temporary Utilities					
1	Telephone Installation	X	Lump Sum	1	1,300.00	1,300
2	Telephone Monthly Charges	X	Month	26	1,050.00	27,300
3	Elect Power Installation	X	Month	26	1,000.00	26,000
4	Elect Power Dist Wiring	X	Month	26	800.00	20,800
5	Elect Power Monthly Charges	X	Month	26	1,380.00	35,880
6	Water Service - Installation	X	Lump Sum	1	1,300.00	1,300
7	Water Service - Monthly Costs	X	Month	26	137.50	3,575
8	Heating & Cooling Costs	X	Month	26	1,495.31	38,878
9	Light Bulbs & Misc. Supplies	X	Month	26	200.00	5,200
10	Recycling/Trash Dumpster Removal/Hauling	X				
11	Temporary Road and Maintenance	X				
12	Trash Chute & Hopper	X	Month	26	489.38	12,724
13	Others-CM to include items not listed above					
	CM Main Office Staff					
1	Others-CM to include items not listed above					
	On Site Staff					
1	Project Executive/ Operation Manager	X	Month	6	21,285.43	127,713
2	Project Manager	X	Month	26	16,220.52	421,734
3	Project Superintendent	X	Month	26	16,865.32	438,498
4	Project Engineer	X	Month	26	14,672.66	381,489
4	Project Engineer (COBie)	X	Month	26	17,868.92	464,592
5	Home Office Engineer	X	Month	26	8,787.99	228,488
6	Scheduling Engineer	X	Month	26	11,329.01	294,554
7	BIM Coordinator	X	Month	4	15,149.32	60,597
8	Draftsman/Detailer/ Record Drawings	X				In Fee
9	Field Accountant/Clerical & Administrative	X	Month	20	7,481.09	149,622
10	Safety	X	Month	26	9,093.00	236,418
11	Runner	X				In Fee
12	Vacation Time/Job Site Staff	X				In Fee
13	Sick Leave/Job Site Staff	X				In Fee
14	Quality Control Program	X				In Fee
15	Travel	X		26	13,617.42	354,053
	Direct Job Costs					
	CM@R General Conditions Total Cost transfer to Fee Proposal (Attachment A1)					3,842,478

**Exhibit D**  
**ALLOWABLE REIMBURSABLE EXPENSES**  
**Agreement**  
**Between**  
**County of San Mateo, Owner**  
**And**  
**Sundt Layton, A Joint Venture**  
**For**  
**Construction Management Services**

1.1 Costs To Be Reimbursed.

1.1.1 *Labor Costs.*

- (a) Wages or salaries of Construction Manager's supervisory and administrative personnel when stationed at the Site. In addition to the foregoing, and with Owner's prior written approval, the wages or salaries of specifically identified employees of Construction Manager not stationed at the Site, but only for that portion of their time spent in performing their duties directly associated with the Project.
- (b) Wages and salaries of Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- (c) Costs paid or incurred by Construction Manager for payroll taxes, worker's compensation insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, the following additional benefits: sick leave, medical and health benefits, holidays, vacations, pensions, and qualified profit sharing plans, provided that such costs are based on wages and salaries included in the Cost of the Work under **Sections 1.1.1(a) through 1.1.1(c)**; *provided, however*, that the cost of bonuses, if any, paid by Construction Manager shall be excluded in accordance with **Section 1.2.2**.
- (d) If specifically agreed to by Owner in writing at the time of the execution of the

Construction Management Agreement, the parties may agree that, in lieu of one or more of the accounting methods provided for in **Sections 1.1.1(a) through 1.1.1(d)**, that the time spent on the Project for particular, named personnel shall be reimbursed at a stated rate (which includes the wages or salaries of such personnel and all of the costs specified in **Section 1.1.1(d)**). When a stated rate is used, Construction Manager represents and warrants to Owner that the amounts stipulated rate does not exceed the actual costs calculated in accordance with **Sections 1.1.1(a) through 1.1.1(d)** and do not contain any additional mark up or profit (f) The actual costs paid by Construction Manager for temporary and/or leased employees; provided, however, that the rates for such temporary or leased employees shall be subject to Owner's prior written agreement and costs reimbursable shall not exceed such stipulated rates.

- 1.1.2 *Subcontract Costs.* Payments made by Construction Manager directly to Subcontractors in accordance with the requirements of the subcontracts, *minus*: (a) all credits, discounts, or back charges given for any reason whatsoever by any Subcontract to Construction Manager; and (b) any amounts paid contrary to the terms of this Contract.
- 1.1.3 *Costs of Materials and Equipment Incorporated In the Completed Construction.*
  - (a) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
  - (b) Costs of materials described in the preceding **Section 1.1.3(a)** in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owner's option, shall be sold by Construction Manager; amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.
- 1.1.4 *Costs of Other Materials and Equipment, Temporary Facilities and Related Items.*
  - (a) Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager; *provided, however*, that Owner may, at Owner's sole discretion, forego the credit of salvage value and retain ownership of such unconsumed materials. Cost for items previously used by Construction Manager shall mean fair market value.
  - (b) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall

be subject to Owner's prior written approval but in no event shall the rental rates for machinery and equipment furnished by Construction Manager from its own stock exceed seventy-five percent (75%) of the published rental rates based on the local prevailing rental rates, and in no event shall the total rental on any piece of machinery or equipment furnished by Construction Manager from its own stock exceed eighty percent (80%) of its fair market value at the time it was first utilized on the Project. If the total rental cost of any item is anticipated at the time of contracting to exceed 80 percent (80%) of the fair market value of such item, Construction Manager shall present to Owner an analysis of an opportunity to purchase rather than rent the item; if Owner, in its sole discretion, chooses to purchase the item, such cost shall be part of the Cost of the Work and title to such property shall vest in Owner upon completion of the Work. Unless otherwise designated by Owner in writing, the fair market value of any item shall be established by the lowest blue book price most recently published for such item. The fair market value of any item not listed in a blue book shall be established by any method reasonably established by Owner. Rental charges for vehicles are not covered by this **Section 1.1.4(b)**, but rather are covered by **Section 1.1.4(c)**.

- (c) Rental charges for vehicles used in the performance of the Work. Rates and quantities of vehicles rented shall be subject to Owner's prior written approval but in no event shall the rental rates for vehicles furnished by Construction Manager exceed the lesser of the actual rental cost of such vehicles or the lowest available rate prevailing in the place of the project for a one-half ton, two-wheel drive pickup truck. If the rental cost of any vehicle is anticipated at the time of contracting to exceed eighty percent (80%) of the fair market value of such vehicle, Construction Manager shall present to Owner an analysis of an opportunity to purchase rather than rent the vehicle; if Owner, in its sole discretion, chooses to purchase the vehicle, such cost shall be part of the Cost of the Work and title to such vehicle shall vest in Owner upon completion of the Work. Unless otherwise designated by Owner in writing, the fair market value of any vehicle shall be established by the lowest blue book price most recently published for such vehicle.
- (d) Costs of removal of debris from the Site.
- (e) Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, and telephone and high speed internet service at the Site.
- (f) That portion of the reasonable short-term (two weeks or less) travel (airfare, cab fare, and/or rental car expenses), temporary lodging, and meals of Construction Manager's personnel incurred while engaged in occasional and necessary travel to locations more than 100 miles from the Project Site in discharge of duties connected with the Work; *provided, however*, that, without expanding the meaning or intent of the foregoing, the following are expressly not a Cost of the Work and are not reimbursable: (i) travel to and from the Site for normal commuting or otherwise, regardless of distance; and (ii) costs and

expenses of relocating from another location to the place of the Project.

1.1.5 *Miscellaneous Costs.*

- (a) Costs of Subcontractor bonds, transaction privilege, sales or similar taxes applicable to the Project and not otherwise subject to an exemption or exclusion;
- (b) Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay.
- (c) The reasonable costs of defending suits or claims for infringement of patent or other Intellectual Property arising if use of such patent or other Intellectual Property is required by the Contract Documents (Owner, at its sole option, may assume control of defense of such suit or claim); payments made, in accordance with legal judgments against Construction Manager resulting from such suits or claims and payments of settlements made with the City's consent; *provided, however,* that such costs of legal defenses, judgments, and settlements shall not be included in the calculation of the Construction Manager's Fee.
- (d) Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.
- (e) Deposits lost for causes other than Construction Manager's, Subcontractor's, or anyone they might be responsible for, negligence or material failure to fulfill a specific responsibility to Owner as set forth in the Contract Documents or any subcontract.

1.1.6 *Emergencies and Repairs.* The Cost of the Work shall also include costs that are reasonably incurred by Construction Manager in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of Persons and/or property.

1.2 Costs Not To Be Reimbursed. The Cost of the Work shall not include:

- 1.2.1 Salaries and other compensation of Construction Manager's personnel stationed at Construction Manager's principal office or offices other than the Site office, except as specifically provided in **Section 1.1.1(b)**.
- 1.2.2 Employee bonuses or incentive program payments provided by Construction Manager, whether or not the employee in question is stationed at the Site, other than bonuses or incentive program payments approved in writing by Owner.
- 1.2.3 Expenses of Construction manager's principal office and offices other than the Site office except as specifically provided in **Section 1.1**.
- 1.2.4 Overhead and general expenses, except as may be expressly included in **Section 1.1**; in no event shall the Cost of the Work include home office overhead, whether absorbed, unabsorbed, or extended home office overhead.



- 1.2.5 Construction Manager's capital expenses, including interest on construction manager's capital employed for the Work.
- 1.2.6 Rental costs of machinery and equipment, except as specifically provided in **Sections 1.1.4(b) and 1.1.4(c)**.
- 1.2.7 Except only to the extent that the costs enumerated in this **Section 1.2.7** are covered by the Builders' Risk policy of insurance required by this Contract and the proceeds of such policy are actually paid to Owner on account of such costs, costs incurred due to the negligence, reckless, or willful misconduct or breach of contract by Construction Manager, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whom they are liable, or to the failure of Construction Manager to fulfill a specific responsibility to Owner set forth in the Contract Documents.
- 1.2.8 Fees for inspection, tests, or of testing laboratories for inspection or tests required to investigate and/or correct defective or nonconforming Work.
- 1.2.9 Any and all costs that are:
  - (a) Not specifically and expressly described and included in **Section 1.1**, whether or not included on the Schedule of Values or any General Conditions estimate;
  - (b) Expressly excluded from the Cost of the Work by this **Section 1.2** (whether or not included in **Section 1.1**) or any other provision of the Contract Documents; and/or
  - (c) Expressly stated to be at the cost or expense of Construction Manager (or by other words of similar meaning).
- 1.2.10 Costs that would cause the Guaranteed Maximum Price to be exceeded.
- 1.2.11 Any and all costs of travel or commuting, whether or not connected with the Project, except as expressly permitted by **Section 1.1.4(f)**.

**Exhibit E**

**PROJECT MASTER CONSTRUCTION SCHEDULE**

**Agreement**

**Between**

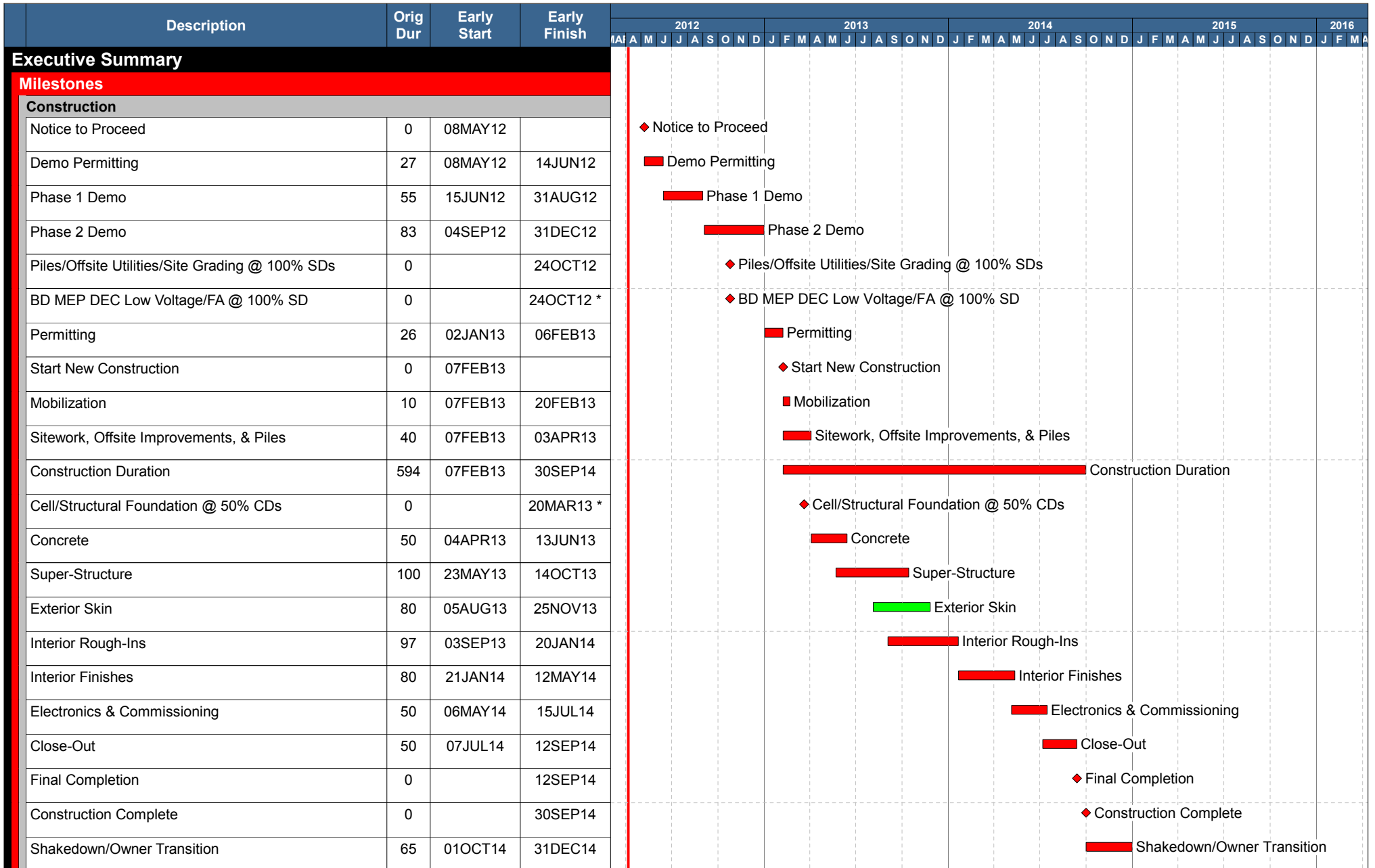
**County of San Mateo, Owner**

**And**

**Sundt Layton, A Joint Venture**

**For**

**Construction Management Services**



Data date	06APR12
Run date	20APR12
Finish date	31DEC14
Project name	120419_SanMateo
	© Primavera Systems, Inc.

**San Mateo County Jail**  
**Sundt | Layton**  
**20APR12 Preliminary Schedule**

■	Early bar
■	Progress bar
■	Critical bar
■	Summary bar
◆	Start milestone point
◆	Finish milestone point

## ***Exhibit F***

# ***Request for Statements of Qualifications Construction Management and General Contractor at Risk San Mateo County Replacement Correctional Facility***



## ***San Mateo County Sheriff's Office***

**Issued: December 21, 2011**

**SOQ's due: January 19, 2012, 2:30 pm**

Lieutenant Deborah Bazan, Project Executive,  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA 94063  
Telephone: (650) 508-6721  
Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)

## **PART 1 – INTRODUCTION**

- 1.01** The County of San Mateo (“County”) invites submittals of “Statements of Qualifications” (“SOQ”) from highly qualified construction management/general contracting firms (“Respondents”) interested in contracting with the County to provide construction management/general contracting services with a guaranteed maximum price (the “CM/GC at Risk Contract”) for the County’s Replacement Correctional Facility (“Project”). During the preconstruction phase, the successful CM/GC firm will collaborate with the architect on the design, constructability, cost, and schedule of the project and develop a guaranteed maximum price proposal to construct the project.
- 1.02** This Request for Statements of Qualifications (“RFSOQ”) and the SOQ’s submitted in response are the first stage of the County’s Request for Proposals (“RFP”) for construction management/general contracting services that will culminate in award of the CM/GC at Risk contract. After evaluating all SOQ’s submitted, the County will select a minimum of three firms to submit proposals to the County. The County will conduct an in-depth evaluation of the proposals submitted, followed by sequential negotiation beginning with the most qualified firm.
- 1.03** This RFSOQ and the SOQ of the selected CM/GC at Risk firm will be included in the CM/GC at Risk contract for the project following award.

## **PART 2–SUBMISSION OF STATEMENT OF QUALIFICATIONS**

- 2.01** Respondents are requested to submit an original, signed SOQ, together with fifteen (15) copies, and one (1) electronic copy, **no later than 2:30 PM on January 19, 2012** to:
- Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff’s Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA 94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org
- 2.02** The SOQ should have complete information regarding the experience and qualifications of Respondent.
- 2.03** The signed, original SOQ should include a statement signed by an owner, officer, or authorized agent of the respondent, acknowledging and accepting the terms and conditions of this RFSOQ.

## **PART 3 – SHERIFF’S OFFICE BACKGROUND**

- 3.01** The San Mateo County Sheriff’s Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in

both unincorporated areas of the county and contract cities, investigations, custody, security in the courts, and various administrative functions.

- 3.02** The incumbent Sheriff is Greg Munks. Directly under his command are Undersheriff Carlos Bolanos and Assistant Sheriff Trisha Sanchez. Overseeing this CM/GC at Risk RFSOQ is the Jail Planning Lieutenant Deborah Bazan, Project Executive.

#### **PART 4 – STATEMENT OF QUALIFICATIONS**

- 4.01** San Mateo County Sheriff Greg Munks is seeking responses from qualified construction management/general contracting firms who have demonstrated the ability to manage and construct efficient and state-of-the-art, direct-supervision county adult correctional facilities, particularly facilities that reflect the requirements and guidelines of the California Public Code Titles 15 and 24.
- 4.02** Respondents to this RFSOQ should have a minimum of ten (10) years of experience in the field of correctional construction management/general contracting, and have successfully managed and constructed at least five (5) correctional facilities (with at least two (2) located in urban environments) within the last ten (10) years with construction budgets exceeding \$50 million dollars each.
- 4.03** Respondents should address every item listed in this RFSOQ, even if the item was addressed previously in the SOQ. Brevity and clarity are of utmost importance. SOQ's that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, Respondents may include fifteen (15) bound copies of their marketing materials, as long as they are not permanently attached to the SOQ. SOQ's that do not comply with all applicable requirements will not be considered.

#### **PART 5 – BASIC SCOPE AND CHARACTER OF PROJECT AND SERVICES REQUIRED**

##### **5.01 Scope of Project**

- A. The Project will be located on an approximately 4.85-acre site within Redwood City, CA. The Project will initially house 576 beds (including 88 non-secure transitional beds) with future expansion to 832 beds. The project scope also includes remediation of a brownfield site, demolition of existing structures, and certain on and offsite improvements to prepare the site for development.
- B. The County is using a "Construction Management/General Contractor at Risk" (CM/GC at Risk) delivery method.
- C. The CM/GC at Risk ultimately selected will be asked to provide construction management/general contracting services throughout the design phase (preconstruction phase), construction phase, and post-construction phase.

- D. Building Information Modeling (BIM) technology will be used by the design team and the CM/GC will be required to use BIM during preconstruction and construction.
- E. The County's Request for Proposals ("RFP") will contain a full description of the scope of the Project and the scope of services requested.
- F. The County may elect to include this project under a Project Labor Agreement.
- G. The Project will incorporate sustainable design measures and is expected to achieve a minimum of LEED silver certification.
- H. The County intends to maintain the ability and rights to audit project costs, in order to establish and confirm ongoing project costs separate from profits.
- I. Key project team members will commit to co-locating with the Jail Planning Unit in a dedicated project space in Redwood City for specified times during the duration of the project.

## **5.02 Scope of Services**

It is anticipated that the CM/GC at Risk contract between the County and the CM/GC at Risk firm ultimately selected will contain but not be limited to the following scope of work:

### **5.02-1 Pre-Construction Phase Services shall include but not be limited to:**

- A. Provide cost control management, including an initial scope and program validation estimate, and cost estimates at each major design milestone and through construction completion.
- B. Conduct a comprehensive review of Project site conditions and contiguous site conditions, sufficient to successfully perform all aspects of Project work.
- C. Constructability review on an on-going basis in support of the Architect's progress during the schematic design, design development, and construction documents phases. Provide technical assistance and advice in review and development of design and construction bid documents. Evaluate coordination issues. Evaluate whether alternative materials, methods or systems should be considered. Verify completeness of construction documents and ensure that trade bid packages include a complete scope of work.
- D. Evaluate opportunities to improve maintainability and sustainability and reduce lifecycle costs and energy use.
- E. Preparation of a preliminary project schedule and updates at the end of the schematic design, design development, and construction documents phase.
- F. Provide County with recommendations on methods to expedite construction

progress.

- G. Value-engineering services to identify cost reduction opportunities to achieve the design within the Project budget or to allow County to adjust the scope of the Project.
- H. Preparation of Guaranteed Maximum Price (GMP) including all work required to complete the Project consistent with the project budget and project schedule.
- I. Preparation of bid documents for all trade work consistent with the contract documents, project schedule, and legal requirements.
- J. Assisting County for the procurement of subcontractors to comply with California Public Contracting Code including prequalification of trade contractors. Subcontractor bids shall be received by the County in the presence of the CM/GC at Risk and will be disclosed publicly. The subcontractors shall be assigned to the CM/GC at Risk who will take full ownership and responsibility of subcontractors' performance.
- K. Monitor and process all regulatory approvals required during project development, including city of Redwood City, fire marshal, and Corrections Standards Authority.
- L. Provide Building Information Modeling services to identify and resolve design and coordination conflicts.
- M. Suggest ways to bring trade subcontractors into the design phase including their participation in constructability reviews within their respective scopes of work, subject to management and coordination by CM/GC at Risk.
- N. Assist Owner in all public relations matters including attendance at public meetings as required including meetings with the city of Redwood City, civic, and regulatory agencies.
- O. Development of Project strategy and proposed Project Management Plan to meet County / Sheriff Project goals, working around constraints.
- P. CM/GC at Risk to work with Jail Planning Unit to plan and set up the construction trailers, and all required services at the job site.

**5.02-2 Construction Phase Services shall include but not be limited to:**

- A. Management and supervision of the construction activities and site logistics to meet project schedule.
- B. Establishment and implementation of a project safety program and a quality control program.



- C. Preparation of monthly project updates including: progress reports, progress photographs, actual and projected costs, actual and projected project schedule, other information as requested by County.
- D. Conduct weekly project meetings and any necessary special task meetings and prepare and distribute meeting minutes.
- E. Coordinate and perform all tasks necessary to achieve a minimum of LEED silver certification.

**5.02-3 Post-Construction Phase services shall include but not be limited to:**

- A. Collaborating with the Project architect, develop and implement procedures for: completion of punch list items, operational systems and equipment, training County building maintenance staff, and initial start up, commissioning and testing.
- B. Preparation and delivery of warranties, coordination and submission of as built drawings, preparation of maintenance manuals, completion of training programs, and administer closeout of the project.
- C. Ensure performance of all warranty obligations, resolution of all claims and disputes, and other post-construction requirements (including LEED requirements required for certification).

**PART 6 – CONTENT OF STATEMENTS OF QUALIFICATIONS**

**SOQ's shall be presented in the order listed below** and should clearly indicate which item is being addressed. The SOQ's should include the following information regarding the Respondent:

**6.01 Company Information**

- A. Name of Firm
- B. Address of Firm
- C. Telephone & Fax Numbers
- D. E-Mail Address
- E. Primary Contact Person

**6.02 Brief History of Firm**

- A. Legal Structure (corporation, partnership, limited partnership, joint venture, etc.)
- B. Size of Firm / Staff
- C. Years in Business
- D. Organizational Chart of Firm, and tenure of executive management
- E. If Firm is a partnership or association, a listing of all of the partners, general partners, or association members known at the time of SOQ submission who will participate in a CM/GC at Risk contract if awarded.

### 6.03 Construction Experience

- A. Describe your management philosophy for the CM/GC at Risk construction delivery method. Include a description of best practices associated with CM/GC at risk.
- B. Describe strategies for bringing trade subcontractors into the design phase, and list trades such as prefabricated cells, you would recommend be procured using design assist or design/build. For trades listed, include names of qualified subcontractors.
- C. Provide an organization chart, and for each of the following team members provide the information in Section E below. Staff named must be committed to both preconstruction and construction phases. Proposed staff must be current employees of the proposing firm. Include the structure of Joint Ventures, if applicable.
- D. Project Team
  - 1. Principal in Charge
  - 2. Project Executive
  - 3. Project Manager
  - 4. Project Engineers (including M/E/P Coordinator)
  - 5. Project Superintendent / Scheduler
  - 6. LEED AP & Other Staff
  - 7. BIM coordinator
  - 8. Estimated time commitment during pre-construction and construction phases.
- E. Résumé's of Team Members
  - 1. Name
  - 2. Office Location
  - 3. Phone Number
  - 4. Years of Service with Firm
  - 5. Education
  - 6. Professional Experience
  - 7. Pertinent Experience
  - 8. References from Pertinent Experience
  - 9. Anticipated Services to be provided
- F. Describe the proposed teams' experience for providing CM/GC at Risk services that are relevant within the last five (5) years. List the projects in order of priority, with the most relevant public project over \$50M in contract volume listed first. Provide the following information for each project listed:
  - 1. Project name, location, contract delivery method, and description
  - 2. Color images (photographic or machine reproductions)
  - 3. Contracted construction cost
  - 4. Projected cost and final construction cost

5. Final project size in gross square feet
6. Type of construction (new, renovation, or expansion)
7. Name of individual responsible to the Owner
8. Name of individual responsible for coordinating the day to day work
9. References (for each project listed above, identify the following):

The owner's representative who served as the overall manager of the project, provide telephone number and email information. Architect/Engineers of Record for the project, including telephone number and email address.

- G. Provide details of your experience with Project Labor Agreements.
- H. Provide a list of qualified architects and structural engineers your firm has experience working with and would recommend for this project.
- I. Describe demolition and brownfield site remediation experience.
- J. Describe experience with projects that had deep foundation systems in soft ground conditions with a high groundwater table. Include site location, general description of the geotechnical conditions, and foundation system constructed. Also include references if these projects are not listed as part of your response to Section F.

Note: The County reserves the right to qualify, accept, or reject any proposed sub consultants/sub contractors as well as to qualify, accept, or reject the use of internal staff to provide certain types of construction management/general contracting services.

#### **6.04 Correctional Facility Experience:**

The County seeks information concerning the experience of your firm, and your proposed team, with correctional facilities. List relevant projects completed by your firm, including the five (5) most recent correctional facilities, completed, or under construction by your firm, that best represent a similar scope, program, and complexity to the direct-supervision, 576-bed adult correctional facility planned by the County. For each project, include:

- A. Completion Date
- B. Name and Location
- C. Delivery Method Used
- D. Structural System and Structural Subcontractors
- E. MEP subcontractors
- F. Final Cost
- G. Graphic Description
- H. Photographs
- I. Total Square Footage
- J. Cost per Square Foot
- K. Change Order Percentage
- L. Special Features
- M. Awards Received
- N. Sustainability Criteria

- O. Was the project completed on time and within budget (if not, please explain)
- P. Provide client and contractor contact information
- Q. Describe the roles played by the team members proposed for this Project

**6.05 San Mateo County and Other Local Experience:**

Describe your experience involving projects planned or built within San Mateo County, or for the County. Provide information that demonstrates your ability and experience to provide the services with focus on local Bay Area project. Demonstrate your local project experience, and knowledge of local subcontractor community, knowledge of local market conditions and skills and services unique to your firm.

**6.06 Construction Planning and Performance:**

- A. Describe how pre-construction services will be planned and performed, including your proposed methodology of reviewing design documents, site conditions, and proposed phasing. Describe your capabilities and procedures in providing the technical expertise required for constructability, schedule, and cost analysis.
- B. Describe how construction services will be planned and executed, including your subcontracting plan, including any proposed outreach and utilization plans, advertising and award. Discuss your methodology for coordination of work with minimal disruption to existing operations. Include an explanation of any claims avoidance measures and processes employed.

**6.07 Budget Management and Cost Control:**

- A. For comparable correctional facilities for which your firm and the proposed staff for the Project have performed construction management/general contracting services, list the cost per square foot for your new construction projects in the past ten (10) years. Separate hard and soft costs and explain what is included with both.
- B. For comparable correctional facilities for which your firm and the proposed staff for the Project have performed construction management/general contracting services completed in the last ten (10) years, list the cost estimate, bid amount, and difference. List any changes in scope if appropriate and if this change in scope results in an increase in your fee.
- C. Describe your cost estimating methods. Describe how the cost estimates were developed, how often they were updated, and the accuracy measured against actual budget.
- D. Describe your cost control methods during construction, and how you procure subcontractors. Describe processes used to review and approve change orders, including proper payment methodology. Provide examples of how these techniques were used and the degree of accuracy achieved.
- E. Describe your methodology for working with the Project Architect/Engineer

team to deliver and maintain the GMP throughout the design and construction process.

**6.08 Schedule Management:**

- A. Describe how you will establish, maintain, and update the project schedule during design and construction.
- B. Describe your approach to assure timely completion of the project; provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

**6.09 Quality Control and Problem Solving:**

- A. Provide an example of a constructability program used to maintain project budgets without compromising quality.
- B. Describe your quality control program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were deployed.
- C. As the CM/GC at Risk, describe your relationship with the local subcontracting community.
- D. Describe your plan for communicating constructability, phasing, value engineering, and other budget options in a form that will quickly facilitate the owner's decision-making.
- E. Describe any issues and conflicts with the owner, consultants, Architect/Engineer, or subcontractors and how those issues and conflicts were resolved.
- F. Provide examples of pre-construction services to demonstrate the knowledge and creativity of providing the structural, mechanical, electrical, plumbing, security and other critical system solutions for improving overall budget and schedule.
- G. Describe all citations or penalties assessed against your firm by the EPA, Air Quality Management District, or any Regional Water Quality Control Board in the past five years.
- H. Describe all occasions during the last five years in which your firm was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws or federal Davis-Bacon prevailing wage requirements.

**6.10 Technological Experience:**

- A. Provide a list of three new construction projects (public or private) over \$50M in construction volume where the respondent utilized Building Information

Modeling (BIM) to coordinate multiple trades. Provide date when projects were completed, overall schedule, and construction volume and client reference with contact information. Include experience and capabilities with 4-D BIM analysis.

- B. The selected Contractor may be required to interface with the County's project management and document control software. Confirm your familiarity with recommended scheduling software programs and provide an overview of experiences with each.

#### **6.11 Licensure:**

Provide a list of all licenses, registration, and credentials held by the Respondent as required to manage and construct the Project in the State of California including information regarding the revocation or suspension of any licenses, registration, and credentials.

#### **6.12 Financial and Bonding Information:**

Include financial information for the Respondent in order to demonstrate Respondent's financial capability to complete the Project. This may be submitted under seal and treated as confidential. In order to demonstrate the Respondent's financial capability, Respondents are requested to submit the following items:

- A. Financial statements for the past three (3) years (including Income Statement and Balance Sheet) which were audited or reviewed by an independent accounting firm using GAAP or other information to demonstrate the financial capability necessary for this Project.
- B. A list of any loans on which the Respondent or member has defaulted in the last five (5) years.
- C. A list of financial references, including the name of the individual, title, company name, and phone number, for at least two (2) individuals that have provided the Respondent (or Project Team Member) with financing during the last three (3) years.
- D. Submit a letter from a surety company that states that the Firm has sufficient bonding capacity for the project. The project is anticipated to be \$100M in construction costs.
- E. Identify if your firm is currently for sale or involved in potential transaction to expand or to become acquired or merged by another business entity. If so, explain the impact in both organization and company direction.
- F. Document your ability to perform the volume of work described in this RFSOQ given your firm's current and anticipated workloads in 2012 and 2013. List current work commitments broken down by project delivery method (GC, CM at Risk, CM Multiple Prime, other) and volume of work.

### **6.13 Legal Proceedings and Insurance Claims:**

- A. List and describe all current litigation involving the Respondent and the proposed staff (in their professional capacities) for the Project.
- B. List and describe all litigation history for Respondent since January 1, 2006.
- C. List and describe unsettled/pending claims, demands, or notices of default since January 1, 2006.
- D. Has your firm failed to complete a contract or been removed from a project within the past 10 years? If yes, please explain.
- E. Has your firm been assessed liquidated damages for failing to complete a project within the time specified in the contract documents within the past 10 years? If yes, please explain.

"Litigation" includes, but is not limited to, actions in civil or criminal court, mediation, arbitration, and all other forms of dispute resolution.

### **6.14 Safety:**

Provide the respondent's safety mission statement that guides the safety management on projects. Describe innovations the Respondent has implemented that improved safety performance. Provide:

- A. State of California Experience Modification Rate (EMR) for the last 5 years.
- B. OSHA recordable incident rate for the last 5 years.
- C. OSHA lost time incident rate for the last 5 years.

### **6.15 General Project Approach:**

- A. Describe Respondent's management approach for correctional facility projects, and the benefit each step has for the County.
- B. Describe any innovative techniques Respondent may employ in the construction of the Project.
- C. Describe Respondent's experience with LEED certification on projects in which Respondent has provided the requested services, including the fulfillment of LEED certification goals in the context of all project goals and objectives.
- D. Describe how Respondent will closely interface and coordinate with the County and its user groups throughout the programming, schematic design, and construction phases of the Project.

#### **6.16 Unique Qualifications:**

- A. This section is Respondent's opportunity to provide specific information that differentiates it from others in this RFSOQ process. This statement should be limited to two pages.
- B. At Respondent's option, Respondent may provide any additional supporting documentation or information that would be helpful in evaluating Respondent's qualifications and commitment.

### **PART 7 – FORMAT FOR THE STATEMENT OF QUALIFICATIONS**

- 7.01** The SOQ should be bound and printed vertically ("portrait" orientation) on standard 8 ½" by 11" paper. The SOQ's should not exceed **50 pages, single sided** (excluding resumes, lists of projects, and any marketing materials), but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger.
- 7.02** The top of page one of the SOQ should state the Respondent's name, address, phone number, fax number, e-mail address, and contact name. No cover letter is necessary.

### **PART 8 – ADMINISTRATIVE REQUIREMENTS AND POLICIES**

- 8.01** Respondents will be required to comply with all nondiscrimination employment regulations, including:
  - A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
  - B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to County upon request.
  - C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
  - D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.



- 8.02** The County reserves the right to accept or reject any or all SOQ's submitted, or to request clarification or additional information or an alternative presentation of data from any Respondent, at the County's sole discretion. Further, while every effort has been made to ensure the information presented in the RFSOQ is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this document.
- 8.03** Should Respondent realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the SOQ process for other reasons, said Respondent is invited to submit to the Project Executive a written request and explanation of Respondent's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant Respondent's request to correct its SOQ submittal.
- 8.04** All submittals become the property of the County and as such become public documents available to be reviewed by the public upon request. The Government Code Sections 6250 et. seq., the Public Records Act, define public record as any writing containing information relating to the conduct of public business. This applies to submittals pursuant to this RFSOQ. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFSOQ will be confidential.
- If the County receives a request for any document submitted in response to this RFSOQ, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. Rather, the County will notify the party whose proposal is being sought. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.
- 8.05** Successful and unsuccessful Respondents will receive a written notification of whether their submittal was elevated to the next phase of finalist evaluation. The written notification will be sent to the name and address of the authorized officer of the firm provided in the SOQ submittal. The timing of written notification to Respondent is entirely at the County's sole discretion.

## **PART 9 – KEY SELECTION CRITERIA**

- 9.01** The evaluation by the selection committee will be based on the criteria listed below.
- A. **Completeness of SOQ Submission** – SOQ's should describe comprehensive construction management/general contracting services and should respond to each of the items set forth in the RFSOQ and adherence to the formatting and rules.
  - B. **Personnel Experience and Qualification** – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications,

overall experience, and recent experience on projects of similar nature and complexity to the proposed project. Experience with CM/GC at Risk.

- C. **Depth and Quality of Respondent's Performance** – Review of past performance on San Mateo County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs. Respondent's claims history and assessment of liquidated damages.
- D. **Technical / Management Approach** – Evaluation of the Respondent's overall ability to interface and coordinate with the County's various user groups throughout conceptual design, schematic design, and construction, coupled with technical expertise to construct and manage a project responsive to the County's current and future needs. Experience using BIM technology.
- E. **Availability** – Evaluation of the workload of Respondent and the staffing to be assigned to the proposed project; time schedule of the Respondent in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County.
- F. **Financial Stability** – Evaluation of the overall financial position of Respondent as determined from financial information required by the Request for Proposal or Qualifications or from other independent sources.
- G. **Sustainable Practices**
- H. **Size, capability, and continuous operation of a California office for at least 5 years.**

## **PART 10 – REVIEW PROCESS**

### **10.01 Review of SOQ's**

- A. The County will evaluate the information based on materials submitted in response to this RFSOQ. All interested architects and engineers should submit information in response to this RFSOQ based on the requested information specified.
- B. Respondents should prepare their response according to the RFSOQ format, i.e., by section and paragraph of this RFSOQ. The County reserves the right to reject any SOQ not submitted within the required timeframe; reject any incomplete SOQ submitted; contact client references; require further information; and/or require interviews with any Respondent. All costs related to the preparation, submittal, and/or presentation of an SOQ are the responsibility of the Respondent and will not be assumed in full or in part by the County.
- C. Following a review of the submitted SOQ's, the Sheriff will create a short list of qualified Respondents that will be invited to participate in a subsequent Request for Proposals (RFP) process.

## **PART 11 – GENERAL CONDITIONS**

- 11.01** The SOQ should be clear and concise to enable the County to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets the County's requirements. To this end, each SOQ should be specific, detailed, and complete as to clearly and fully demonstrate that the Respondent has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The SOQ must be verified under oath by the Respondent and each of its members.
- 11.02** Any explanation or question from a Respondent regarding the meaning or interpretation of this RFSOQ must be requested in writing by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by December 30, 2011 at 5:00 pm. Responses to submitted questions will be posted on the Sheriff's Office Jail Planning webpage by January 9, 2012 at 5:00 pm. Do not contact staff or consultants with questions or clarifications.
- 11.03** The submission of a SOQ does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a SOQ or to procure or contract for any services. Costs for preparing the SOQ will be paid entirely by the Respondents.
- 11.04** County reserves the right to interpret or change any provision of this RFSOQ at any time prior to the SOQ submission date. Such interpretations or changes shall be in the form of addenda to this RFSOQ and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of SOQ's, in which case such addenda shall indicate a new SOQ submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.
- 11.05** County retains the right to reject any and all SOQ's, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Respondent's qualifications as of Proposal day. All decisions concerning Respondent selection shall be made in County's best interests.
- 11.06** County has made a determination in accordance with Section 6255 of the Government Code that all SOQ's submitted in response to this RFSOQ shall not be made public by County until after County issues a notice of intent to enter into a Contract with the successful Respondent. In addition, County has made a determination in accordance with Section 6255 of the Government Code that all Respondent proprietary financial information submitted in response to this RFSOQ and specifically identified by the Respondent as "confidential" will not be made public by County and will be returned to each Respondent, unless otherwise required by law. In the event a Respondent wishes to claim other portions of its SOQ exempt from disclosure under the Public Records Act, Respondent should clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, County will make a decision based upon applicable law.

- A. County will notify the applicable Respondents of any requests for disclosure under the Public Records Act. Respondents agree to defend and indemnify County from any claims and/or litigation arising from such requests.
- B. Proprietary or confidential data should be readily separable from the SOQ in order to facilitate eventual public inspection of the non-confidential portion of the SOQ. Confidential data is normally restricted to confidential financial information. The price of products offered or the cost of services shall not be designated as proprietary or confidential information.

## **PART 12 – PROJECT EXECUTIVE**

- 12.01** All written inquiries and requests for additional information pertaining to this RFISOQ, any Addendum, or any matter relating to the CM/GC at Risk selection process, must, unless otherwise identified in an Addendum, be directed to the following designated Project Executive:

Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center 3<sup>rd</sup> floor  
Redwood City, CA 94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org

## **SAN MATEO COUNTY SHERIFF'S OFFICE**

**Greg Munks, Sheriff**

### **ANTICIPATED SCHEDULE OF EVENTS FOR RFSOQ PROCESS**

Sheriff Issues RFSOQ	December 21, 2011
Questions via email due: 5:00 pm	December 30, 2011
Responses to Questions Posted on Sheriff's Webpage	January 9, 2012
Qualification submittals due: 2:30 pm	January 19, 2012
Review SOQ submittals	Jan. 20- Feb. 2, 2012
Selection Committee produces short-listed Respondents	February 3, 2012
Notice of pre-qualified Respondents posted	February 3, 2012
Request for Proposals sent to pre-qualified Respondents	February 6, 2012
Scope of services and fee proposal due: 2:30 pm	February 20, 2012
Interviews of short-listed Respondents	Feb. 28-29, 2012
Board of Supervisors approves contract	March 27, 2012

County reserves the right to modify this schedule at any time at its sole discretion.



# SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

Answers to submitted questions for:

***RFSOQ-CM/GC***

**San Mateo Co. Replacement Correctional Facility**

Jan 5, 2012 | Jail Planning Unit | [smcsheriff.com/jail-planning](http://smcsheriff.com/jail-planning)

#	Question	Answer
1	The County requires fifteen (15) hard copies and one (1) electronic copy of each respondent's Statement of Qualifications (SOQ). Per section 6.12 of the County's Request for Statements of Qualifications (RFSOQ), each respondent is required to submit Financial and Bonding information that may be submitted in a separate sealed document and will be treated as confidential. <b>Can we submit a single copy of this Financial and Bonding information?</b>	No. Please enclose fifteen (15) copies of financial and bonding information in a single envelope.
2	RFSOQ Section 6.10, item B, states "The selected Contractor may be required to interface with the County's project management and document control software. Confirm your familiarity with recommended scheduling software programs and provide an overview of experiences with each." <b>Can the County provide the name of the project management and document control software currently in use?</b>	The County adopts Manhattan Centerstone for Facility Management System and Document Control.
3	In addition, we request clarification regarding the scheduling software programs: Is the County requesting respondents to discuss their familiarity with the County's scheduling software programs or is the County requesting that respondents discuss their familiarity with recommended industry standard scheduling software for the County's evaluation?	CM/GC respondent proposes scheduling software programs, and provide an overview of experiences with such software.
4	RFSOQ Section 7.01 indicates the SOQ should not exceed 50 pages excluding resumes, lists of projects and any marketing materials. <b>Does this apply to the resumes required per Section 6.03E?</b>	6.03E resumes can be excluded from the 50 pages.
5	RFSOQ Section 7.01 indicates the SOQ should not exceed 50 pages excluding resumes, lists of projects and any marketing materials. <b>Does this apply to the project's listed in Sections 6.03.F and 6.04 and 6.05?</b>	6.03.F and 6.05 information is part of the 50 pages. 6.04 can be excluded from the 50 pages.



# SHERIFF'S OFFICE

A TRADITION OF SERVICE SINCE 1856

6	RFSOQ Section 7.01 indicates the SOQ should not exceed 50 pages excluding resumes, lists of projects and any marketing materials. <b>Is the Financial and Bonding information that is submitted separately exempt from the 50 page limit?</b>	Yes, financial and bonding information is exempt from the 50 pages.
7	Section 6.13 Legal Proceedings and Insurance Claims <b>Please confirm response to this section can be submitted for the local office responsible for submitting this SOQ, and should not include national or other offices of the organization?</b>	List everything in 6.13 A thru E, nationally.
8	Section 6.13 Legal Proceedings and Insurance Claims: <b>Please confirm the response to this section can be submitted under a separate sealed envelope and kept confidential? If so allowed can the response to this section be excluded from the 50 page limit specified in section 7.01.</b>	Regarding the first part of this question: Refer to section 11.06. Yes, they are excluded from the 50 page limit.
9	Please confirm that the scores from the SOQ are not carried forward to the RFP phase and that the qualified CM/GC firms are all pre-qualified and go forward equally into the RFP process.	The scores are not carried forward to the RFP phase.
	<b>END</b>	

***Request for Proposals  
Construction Management  
San Mateo County Replacement  
Correctional Facility***



***San Mateo County Sheriff's Office***

**Issued: February 6, 2012**

**Responses due: February 22, 2012, 2:30 pm**

Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA94063

Telephone: (650) 508-6721  
Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org)



## DISCLAIMER

This Request for Proposals (RFP) is not a commitment or contract of any kind. The County of San Mateo reserves the right to pursue any, or none of the ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. The County reserves the right to select the proposal that is in the County's best interest, to reject any and all proposals, to terminate the RFP process, and/or to waive any requirements of this RFP when it determines that doing so is in the best interest of the County. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the County assumes no liability for any unintentional errors or omissions in this document.

## NOTE REGARDING THE PUBLIC RECORDS ACT:

### **(a) General Provisions Regarding Public Nature of Proposals.**

Government Code Section 6250 *et. seq.*, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from the disclosure requirements.

### **(b) Proposer's Rights Regarding Confidentiality of Proposals.**

The County of San Mateo does not represent or guarantee that any information submitted in response to the RFP will be kept confidential. If the County of San Mateo receives a request under the Public Records Act for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. In the event that a party who has submitted a proposal wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced and to obtain a court order prohibiting disclosure. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

Section 10 of this document sets forth the procedures for designating a document as confidential. Failure to comply with the procedures in Section 10 constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. If you submit information you claim is protected as a trade secret or on any other basis, you **must** follow all procedures in Section 10.

## **PART 1 – INTRODUCTION**

- 1.01** The County of San Mateo (“County”) invites responses to this Request for Proposals (“RFP”) from the following pre-qualified firms (“respondents”), listed alphabetically Hensel Phelps Construction Company, McCarthy Building Companies, Inc., and Sundt/Layton. The successful respondent will contract with the County to provide construction management (the “CM contract”) for the County’s Replacement Correctional Facility (the “Project”).
- 1.02** This RFP and the proposals submitted in response to it is the second stage of the County’s RFP process that will culminate in award of the CM contract. After evaluating all Statements of Qualifications (SOQ’s) submitted pursuant to the issuance of the Request for Statement of Qualifications (RFSOQ’s), the County short-listed 3 firms who are now asked to respond to this RFP. The County will conduct an in-depth evaluation of the proposals submitted and conduct interviews with each of the short-listed respondents. The County will then begin sequential contract negotiations beginning with the most qualified firm, should these negotiations fail the County will begin negotiations with the second firm.
- 1.03** This RFP and the responses of the selected Construction Manager (CM) firm(s) will be included in the CM contract for the Project following award.

## **PART 2 –SUBMISSION OF PROPOSALS**

- 2.01** Please read the entire RFP and all enclosures before preparing your proposal. Proposers should seek clarification of any requirements that they do not fully understand. Misunderstandings resulting in an improper response will not be considered a valid reason to fail to supply all features indicated to exist by the Proposer. Respondents should address any issue or question **no later than 4:00 PM on February 13, 2012** via email to Lieutenant Deborah Bazan, Project Executive. Email: [dbazan@smcgov.org](mailto:dbazan@smcgov.org).
- 2.02** Respondents should address every item listed in this RFP, even if the item was addressed previously in your SOQ. Brevity and clarity are of utmost importance. Responses that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, respondents may include fifteen (15) bound copies of their marketing materials, as long as they are not permanently attached to the Proposal. Responses that do not comply with all applicable requirements will not be considered.
- 2.03** All proposals shall be firm offers, and will so be considered by the County, although the County reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP and included as part of the contract.
- 2.04** The responses to this RFP should be bound and printed vertically (“portrait” orientation) on standard 8 ½” by 11” paper. The responses should not exceed **30 pages; single sided** but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. The top of page one of the response should state the respondent’s name, address, phone number, fax number, e-mail address, and contact name. No cover letter is necessary.
- 2.05** Respondents must submit an original, signed response to the RFP, together with fifteen (15) copies, and one (1) electronic copy, **no later than 2:30 PM on February 22, 2012** to:

Lieutenant Deborah Bazan, Project Executive  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center, 3<sup>rd</sup> floor  
Redwood City, CA 94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org

The signed original RFP response should include a statement signed by an owner, officer, or authorized agent of the respondent, acknowledging and accepting all terms and conditions of this RFP.

**Proposals received late will not be opened or given any consideration for the proposed services.**

### **PART 3 – SHERIFF'S OFFICE BACKGROUND**

- 3.01** The San Mateo County Sheriff's Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, and security in the courts, and various administrative functions.
- 3.02** The incumbent Sheriff is Greg Munks. Directly under his command are Undersheriff Carlos Bolanos and Assistant Sheriff Trisha Sanchez. Overseeing this RFP is Lieutenant Deborah Bazan, the Project Executive.

### **PART 4 – PROJECT DESCRIPTION**

- A. The Project will be located on an approximately 4.85-acre site within Redwood City, CA. The Project will initially house 576 beds (including 88 non-secure transitional beds) with future expansion to 832 beds.
- B. The County is using a "Construction Manager at Risk" (CM at Risk) delivery method. The prime contracts will be assigned to the successful Construction Manager, who must be capable of staffing the Project for preconstruction services and complete project oversight, coordination, supervision management and administration of the construction process. The successful Construction Manager will be expected to work collaboratively with the Sheriff's consultants and Architect throughout the design and construction process.
- C. The CM selected will be asked to provide and perform construction management services for the Project. As such the scope of services is expected to include full pre-construction services through the design process including but not limited to cost estimating, scheduling, and value engineering services and suggested packaging of bids during the design process. It is also expected that at an agreed point in the design process, the successful CM will provide a Maximum Fee for the construction of the Project. Although all bids will be subject to open public bidding and the laws that govern such, ultimately the successful CM will be assigned the contracts of all the lowest responsible bidders for each bid package and will be expected to successfully manage said contracts. **The Construction Manager will not be permitted to perform any construction or other similar work.**
- D. The initial Target Hard Cost is \$350 per building square foot, which includes all hard costs to construct buildings, parking, site landscaping and all onsite infrastructures.

- E. This Project is to be designed and documented using Building Information Modeling (BIM).
- F. The facility shall be constructed in accordance with all local and state laws, building codes and applicable zoning issues and ordinances. Additionally, the facility shall adhere to all of the requirements defined by California Administrative Code Title 24, and Minimum Standards for Local Adult Detention Facilities
- G. The County's goal is to achieve early involvement of certain subcontractors to participate in the design/preconstruction phase of the project. The County is considering using a design/build approach for mechanical, electrical, plumbing, fire protection, and other key trades.

## **PART 5 – OUTLINE OF SCOPE OF WORK**

### **A. Pre-construction Phase**

The Pre-construction Phase of services will be on a lump sum service agreement, the County of San Mateo requires that the CM manage costs incurred for this phase separately from costs incurred against the Maximum Fee during the Construction Phase, if awarded. It is anticipated that the Architect and the CM shall both enter into contracts with the County prior to the beginning of the Schematic Design Phase.

During the Pre-construction Phase CM shall perform the following:

- A. Establish a target baseline budget at the beginning of preconstruction phase and throughout the milestone stages, ensure that the established scope with current market pricing is within budget.
- B. CM (and design/build subcontractors) shall attend design meetings as necessary to coordinate the design and to provide assistance and advice regarding:
  - 1. Constructability reviews and suggestions
  - 2. Resolve design issues in a collaborative manner for the overall success of the project
  - 3. Prefabrication and other offsite manufacturing opportunities
  - 4. Establishing and resolving site logistics and storage issues
  - 5. Coordinating required offsite improvements
- C. Identify the availability and the resource of all materials against schedule, and advise Owner to secure orders for critical long lead items or labor sources.
- D. Study and analyze the site conditions, explore through photographic and boring data or other means and propose a construction sequence and phasing plan.
- E. In conjunction with the Architect/Engineer (A/E) recommend a cost effective structural system.
- F. Develop a detailed project schedule and identify critical paths.
- G. Participate in design decisions by providing information, estimates, scenarios, and recommendations regarding construction materials, methods, systems, phasing, and costs that shall provide the highest quality building within the budget and schedule.
- H. Provide proposed phasing and project schedule analysis at each of the major design milestones including all of the pre-construction, bidding, entitlement, regulatory agency permits and other project-related scheduling issues and activities.

- I. Provide value engineering analysis at each of the major milestones addressing all building systems along with life cycle analyses for major building elements. Provide ongoing analysis to provide indications of vulnerability of potential conflicts that may result in constructability issues, claims and/or change order requests.
- J. CM to provide assistance in establishing JPU and CM site needs and assist AE to develop General Conditions as part of the demo bid package including the set up the construction trailers. Coordinate with local service providers for all temporary utilities required at the job site.
- K. Prepare and evaluate a cost estimate and evaluate the estimate against the construction budget. Recommend, if necessary, the appropriate action to correct and/or avoid potential budget overruns. CM shall provide a budgetary cost estimate at the beginning of the Pre-Construction phase after the kick off meeting with Architect and JPU to factor in Sheriff's needs as well as all locality related requirements, and provide full and complete estimates at 100% Conceptual, 100% Schematic Design, and 100% Design Development. Budget Estimates are to be in a CSI or similar format acceptable to the County. Authorization to proceed with the next step in the design process is contingent on the acceptance of the building cost estimates as compared to the construction budget approved by County.
- L. CM to submit Maximum Fee proposal upon 80% of the Design Phase**
- M. CM shall oversee Architect's BIM model as the design progresses to assure that it will be capable of producing fully coordinated construction documents and shop drawings showing coordination of MEP elements, sprinklers and other ceiling and building features.
- N. Conduct a systematic, impartial pre-qualification process of the potential sub-contractors for the project. Prepare and place notices and advertisements to solicit bids and walk through, and develop the most logical, competitive, and distinct trade contractor bid packages with clearly identified scope of work. Include bid alternatives (deductive or additive) in each trade contractor bid package to optimize the value of the project budget. If design/build procurement of certain trades is used, prepare documents to prequalify any necessary design/build subcontractors and assist in the selection process. After the subcontractors are pre-selected by the County, the CM will assist in the coordination of the documentation.
- O. Assist County with the pre-bid conferences, issue addendums when appropriate. Receive and disclose bids with County, analyze the bids for completeness, and recommend the lowest responsive bidders to County for entering into contracts to be assigned to CM for full ownership and responsibility of subcontractors' performance.
- P. The CM shall include construction contingency approved by County in its fee proposal, The CM shall obtain the prior approval of the Project Executive of JPU prior to the commitment of any portion of the contingency.
- Q. CM shall oversee the construction of the Project and maintain records to allow the project to be LEED certified to a minimum Silver Certification level.
- R. Existing building demolition: Concurrent with the design phase, assist with the development of the existing building Demolition Plans developed by the architect. As part of this work the CM will:
  - 1. Acquire utilities disconnection approvals from the city and other agencies

2. Develop traffic control logistic and truck route plans
  3. Develop and implement SWPPP plans
  4. Develop and implement a site security logistic plan
  5. Obtain building demolition permits and pay permit fees as a reimbursable expense.
  6. Prequalify subcontractors and solicit bids for the work in accordance with the Public Contracting Code.
- S. CM will prepare budgets and schedules at various stages of development of the construction documents. When the construction documents are 80% complete, the selected CM will prepare and submit to County a statement of the CM's Proposed Maximum Fee (PMF) for the Project, which shall be based upon the Project Budget update approved by the County at that stage of document preparation. The PMF statement must be broken down into such detail as County reasonably may require and is to include:
1. All anticipated Subcontract Costs showing actual costs plus profit, broken down on a trade-by-trade basis with sufficient detail to analyze potential value engineering suggestions.
  2. General Conditions at actual costs
  3. The costs for CM fee and insurance
  4. A County controlled contingency which will be further described in the Construction Contract (and which must be expressed as a percentage of the Cost of the Work).

#### **B. Construction Phase**

The CM shall provide construction administration and management services to construct the project in an efficient and cost-effective fashion consistent with the best interests of County of San Mateo. The scope of this task includes the CM construction phase services as described and further detailed in Attachment C1.

During the Construction Phase CM shall perform the following:

- A. Update the Project Schedule on a monthly basis. In order to provide a comprehensive schedule, the CM shall coordinate and receive input from County of San Mateo, the Architect and the trade contractors for compliance with the individual requirements of each portion of the project and the overall Project Schedule. The CM shall review and approve the trade contractors' proposed construction schedule for logic, reasonableness, and conformance to the requirements of the Contract Documents. The CM shall conduct daily review of the trade contractors' progress and conformance with monthly updated Construction Schedules.
- B. CM shall be responsible for the safety precautions and programs in connection with the Project. The CM shall provide a safe workplace as required by local, state, and federal regulations. CM shall conduct safety meetings on a regular basis and require all subcontractors to attend.
- C. In conjunction with the Architect to review and approve trade contractors' monthly progress payment requests. Compare the requested payments to actual work completed in accordance with the pre-approved schedule of values presented by the trade contractors at the beginning of construction. Combine trade contractors' payment requests into the CM's payment request, prepare a current overall schedule of values, and submit one invoice in duplicate to the JPU Project Executive for approval and payment that has been pre-approved by the Architect.

- D. Coordinate and address trade contractors' Requests for Information (RFIs) with the Architect. RFIs shall be tracked through the field office by the CM. Architect shall be responsible for technical interpretations and clarifications of the contract documents. CM shall be responsible for managing the clarification and interpretation process
- E. CM shall maintain the BIM model up to date and that Changes to the Contract Documents from pertinent RFIs, or Owner and Architect initiated changes, are reflected in the BIM models and integrated into the Construction Models to look for interferences and/or make changes as necessary to coordinate the changes.
- F. There shall be weekly meetings between the County, the CM, and the architect. As required by the stage of construction, MEP subcontractors may also be required to attend. The meetings will be held at the job site in a trailer provided by the CM. The CM shall present a schedule showing the upcoming three (3) weeks construction activities at each meeting and will be responsible for preparing meeting notes and distributing them via email within two (2) working days after the meeting. CM shall provide a monthly construction progress report, summarizing the progress of construction and key issues currently pending. The report will indicate each trade contractor's progress. The report shall also summarize the current cash flow projections.
- G. Assist JPU Project Executive in reporting construction progress to the Board Members and senior Management of County of San Mateo at regular intervals throughout the Project. The CM shall prepare occasional presentations to other organizations as requested by the JPU Project Executive regarding construction issues of special importance.
- H. Throughout construction, schedule, chair and record minutes for all regular meetings including trade contractors on a weekly basis and Owner, Architect, CM meetings on a weekly basis. Minutes must be provided within two business days to all attendees. Provide direct supervision, coordination, scheduling and problem resolution for trade contractors. Monitor that the trade contractors are maintaining as-built drawings. Coordinate the construction schedule with County/Sheriff contractors and vendors to ensure that any owner provided items are installed at the appropriate time to minimize damage to previously installed work and to coordinate with space availability. CM shall work with the County's vendors to coordinate their work.
- I. Compile the as-built drawings and submit them at the end of the project to the Architect for review, approval and further processing. Prepare a recommendation for final acceptance of the project after the trade contractors have corrected deficient work and satisfied all contract conditions. CM shall prepare final payment request and final report. CM shall provide a complete set of contract files to the JPU Project Executive. This shall include, but not be limited to, as-built drawings, operation and maintenance manuals, additional materials, and warranties.
- J. **The CM shall not perform any construction work.**

#### **C – Close-Out**

- A. Prepare an ongoing punch list specifying the work to be completed and/or corrected on an ongoing basis.
- B. Correct all work listed on the consolidated punch-list generated by County, and architect.
- C. Obtain, review, coordinate and submit all "as built" or "record" documents from all subcontractors, including the design build subcontractors, for coordination with the

architect's record drawing submittal. Provide one set of hard copy record documents and provide a full set of record documents in both Adobe Acrobat and AutoCAD compatible format. Provide the record BIM model.

- D. Obtain, review, coordinate and submit all operations and maintenance manuals from all subcontractors. In addition, provide on-site training and instruction on the proper use and maintenance of all new, renovated, or relocated building systems.
- E. Within 30 days of Substantial Completion, set up training of County/Sheriff personnel on the operation, use and maintenance of all equipment provided as part of the CM's work.
- F. Provide warrantee/guarantee letters from all subcontractors for one year after Substantial Completion of the project.

## **PART 6 PROPOSAL REQUIREMENTS**

Each proposal shall consist of the following sections:

### **6.01 Company Information and Qualifications**

- A. Any changes to your company since the date of your Statement of Qualifications ("SOQ") such as ownership, staff size, any significant legal actions pending against the company.
- B. Any clarifications to your SOQ to better describe your team's ability to meet the requirements of the program.
- C. Describe the current and forecasted workload of the personnel included in your proposal for this Project.

### **6.02 Proposed Project Team Qualifications and Availability**

- A. If not previously included in your SOQ, attach resumes for your staff that will be committed to the Project with a listing of projects similar in scope to this Project. Provide a clear understanding of:
  - 1. Role and time commitment of each team member
  - 2. Each team member's work roles on other projects
  - 3. Detail on project approach
  - 4. Who will attend each meeting and what will be accomplished
  - 5. How they insure user team input
  - 6. Projected project schedule
  - 7. If joint a venture, provide a clear understanding of each teams role.
  - 8. Who will be performing what work and where.
- B. Present written assurances that if awarded the Project, the proposed team will be assigned for the duration of the Project.
- C. If different than noted in your SOQ, describe the proposed organizational and reporting structure of your team for this Project.
- D. The Sheriff is considering the use of a "Big Room" arrangement for the team. Which members do you recommend use this space, for what duration, and what stages of the Project?
- E. Describe projects that have been completed by the proposed team within the past 5 years.



- F. Describe the depth of experience your team has in performing services utilizing BIM to enhance cost estimating, improve Owner understanding of the design concept, reduce construction costs, increase construction productivity and reduce construction conflicts to improve overall efficiency.
- G. Describe other large projects your firm has underway, committed, or pursuing. Describe the potential impact of these other large projects on your work on this project.

### **6.03 Project Approach**

- A. Elaborate on the information provided in the response to the RFSOQ to describe your firm's construction and management philosophy and how it relates to the County and this Project.
- B. Describe your methodology for completing this Project, include number of meetings onsite with Jail Planning Unit and other consultants for each phase of the Project and what tasks will be accomplished at each meeting.
- C. Where more than one firm is proposed, explain your contractual relationship and each firm's specific responsibilities during each phase of the Project.
- D. Within each firm, clearly state the responsibilities of each individual proposed for each phase of the Project.
- E. Provide your Firm's proposed schedule based on the Functional Program and Project Description to achieve an optimal cost-effective schedule. Please keep this schedule high level (no more than two pages).
- F. Describe your firm's approach to work in conjunction with the Architect to recommend the most efficient and cost effective structural system for the Project. Identify your experience with various types of structural systems. Identify any unique opportunities for this Project related to structural systems.
- G. Describe your experience with early involvement of subcontractors. What would you recommend for procurement of subcontractors between design/build and hard bid?
- H. Provide a statement of qualifications for the top three MEP and Fire Sprinkler design build subcontractors that you consider qualified for the project, and their firms' respective experience with BIM.
- I. Describe your approach to keeping the County informed of budget and schedule status at all times to alleviate any "surprises".
- J. Describe examples of your experience co-locating with the design team on past projects. What do you recommend on this project?
- K. Describe your approach to ensuring that the project construction optimizes the Sheriff's goals and objectives while minimizing operational costs.
- L. Describe your specific approach to coordinating with the project architects to take full advantage of the CM-at-risk project delivery method. Provide a list of anticipated meetings, including frequency of meetings by phase.
- M. Explain how you will coordinate with relevant and local agencies during the design and construction phase

#### 6.04 Compensation

The scopes of service to be performed by the CM are two separate phases of the project: Pre-construction Phase and Construction Phase. Each phase will be on a separate Notice to Proceed. There is no guarantee for award of the Construction Phase; in case the County of San Mateo for specific reason decides not to award the Construction Phase, there will be no recovery of any monetary awards associated with the Construction Phase, such as cost and/or anticipated profit.

Respondent shall complete the information in the attachments:

- A1-CM Fee Proposal
- B1-CM Construction Phase Scope Details
- C1-CM General Conditions

**Pre-Construction Costs** of the Contract is the figure provided by the CM Fee Proposal (Attachment A1), shall be inclusive of all of Respondent's profit and all costs necessary for the performance of the Services specified in the RFSOQ and RFP applicable to this Phase, including meetings, constructability reviews, value engineering, scheduling, and cost estimating. Prepare a "Not to Exceed" fee for the preconstruction phase of the project, and include an estimate for reimbursable expenses you expect during this phase.

**Construction Phase Services Fee** of the Contract is the figure provided by the CM Fee Proposal (Attachments A1, B1), shall be inclusive of all Respondent's profit, and all costs expended in pursuit of performing the Construction Phase Services for the Project as specified in the RFSOQ, RFP and in the final approved Construction Documents, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, bonds, insurance and any other fees or expenses incurred necessary for the performance of the services and completion of the Project, and any other ancillary costs necessary to provide services for the turnover of the Project to the County. Also identify the cost of insurance and performance and payment bond on this project per attachment B1.

**General Conditions** of the Contract for Construction is the figure provided by the CM Fee Proposal (Attachments A1, C1) for the project which also includes, but is not limited to: project staff, temporary utilities, temporary facilities and other project costs as referenced in Attachments A1, B1, C1. These General Conditions shall be a budget only, and ultimately the final General Conditions shall be negotiated separately with the CM Contract and will be based on actual costs. The County will reserve audit rights to verify that only actual costs are included with General Conditions. The General Conditions amount proposed should be based on your schedule for the project.

**CM's Contingency** is tentatively set up at 3% of construction cost and will be confirmed during contract negotiation stage; this is not to be included in the Fee proposal. The use of this contingency shall require prior approval by the COUNTY. The CM shall return any unused portion of this contingency and any other project savings to the COUNTY as part of the final Pay Application. Costs incurred due to conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase changes arising from subcontractors' performance, in excess of the CM's 3% contingency shall be borne by the CM.

**Risk/Reward.** Please indicate if your firm is willing to share in the risk or incentive of the Project outcome with the County based on an agreed upon Target Cost. The Target Cost will not be set until the successful Construction Manager has been selected and had an opportunity to work with the Architect and other key team members on further

development of the design and additional cost evaluation. Please provide alternative approaches for sharing in the risk or incentive of the Project outcome.

#### **6.05 Acceptance of the County's Professional Services Agreement**

A draft of the County's Professional Services Agreement will be forwarded to you separately. Bidders are instructed to include exceptions (if any) to the County's Draft Professional Services Agreement with specific alternate language in the form of redlines. If no exceptions are stated the County will assume the respondent is prepared to sign the County contract as-is. The County reserves the right to modify the draft agreement during the negotiations with the selected firm and is not bound to the terms set forth in the draft agreement.

Each proposal must include a statement of the respondent's commitment and ability to comply with each of the terms of the following:

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- B. Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Respondents' personnel policies shall be made available to County upon request.
- C. Respondents shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Respondents shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
- D. Respondents must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such respondents are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The County jury duty ordinance must be adhered to.

In addition, the respondent should include a statement that it will agree to have any disputes regarding any Agreement venued in San Mateo County. Also include a statement indicating your ability to obtain liability insurance of a minimum of \$1,000,000 for each of the following: comprehensive general, motor vehicle, professional and worker's compensation.

### **PART 7 – KEY SELECTION CRITERIA**

**7.01** The evaluation by the Selection Committee will be based on the criteria listed below.

- A. **Completeness of Response Submission** – RFP responses should describe comprehensive construction management and general construction administration services proposed and should respond to each of the items set forth in the RFP and adherence to the formatting to rules.
- B. **Team Experience, Qualifications, and Capabilities** – Evaluation of the list of personnel specifically assigned to the Project as stated in their previous RFSOQ

submittal, including their qualifications, overall experience, and recent experience working together on projects of similar nature and complexity to the Project.

- C. **Depth and Quality of Respondent's Performance** – Review of past performance on San Mateo County projects or other projects of similar nature and complexity as the Project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.
- D. **Technical / Project Management Approach** – Evaluation of the respondent's overall ability to interface, coordinate with, and collaborate with the County's various user groups and the design team throughout conceptual design, schematic design, design development, and the entire construction and post construction period, up to the date of beneficial occupancy by the Sheriff's Office.
- E. **Value** – The fee and overall total cost for services, and as importantly, the ability to drive to the best total project cost value to the County. Demonstrated ability to manage, develop, and coordinate BIM processes and develop a BIM to increase the accuracy and speed of cost projections, enhance the County's understanding of the design, reduce construction costs, and improve the construction schedule to the maximum benefit of the County.
- F. **Availability** – Evaluation of the workload of respondent and the staffing to be assigned to the Project; time schedule of the respondent in relation to that of the proposed Project location of the offices or facilities from which the services are to be provided to the County.
- G. **Financial Stability** – Evaluation of the overall financial position of respondent as determined from financial information required by the RFSOQ or from other independent sources.
- H. **Sustainable Practices**  
The County may consider any other criteria it deems relevant, and the Selection Committee is free to make any recommendations it deems to be in the best interest of the County.

## **PART 8 – REVIEW AND SELECTION PROCESS**

### **8.01 Review of Proposals**

- A. The County will evaluate the information based on materials submitted in response to this RFP. All short-listed CM firms should submit information in response to this RFP based on the requested information specified.
- B. Respondents should prepare their response according to the RFP format, i.e., by section and paragraph of this RFP. The County reserves the right to reject any response to this RFP not submitted within the required timeframe; reject any incomplete RFP submitted; contact client references; require further information; and/or require interviews with any respondent. All costs related to the preparation, submittal, and/or presentation of this RFP are the responsibility of the respondent and will not be assumed in full or in part by the County.
- C. Proposals shall be used to determine the applicant's capability of rendering the services to be provided and the cost for the services. By submitting a proposal, each respondent certifies that its submission is not the result of collusion or any other activity which would tend to directly or indirectly influence the selection process. The County reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful respondent, or none at all.

- D. The County reserves the right to waive any requirements of this RFP when it is determined that waiving a requirement is in the best interest of the County.
- E. The County will evaluate proposals based on each respondent's written submission only. Evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated by the County in this RFP. The Evaluation Committee will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the County's best interest. You may submit additional materials or reference on-line information in your proposal if you wish, but these will not be considered during the proposal evaluation process.
- F. If critical errors are found in a proposal, the County may reject the proposal. However, the County may, in its sole discretion, correct arithmetic and/or transposition errors or contact a respondent for clarification. The respondent will be informed of the errors and corrections.
- G. This is a professional services selection process and as such the County reserves the right to accept other than the lowest costs submitted and to negotiate with a respondent on a fair and equal basis when the best interests of the County are served by doing so.

## **8.02 Interview**

The Selection Committee selected by the Sheriff's Jail Planning Lieutenant will conduct interviews for the short listed proposals on February 28, 2012. Each respondent selected for an interview will have 60 minutes to make a presentation to the evaluation committee and then a 60 minute question and answer period will follow.

**The Selection Committee will notify respondents of the results of the evaluation by telephone, mail or email to the designated contact person.**

## **PART 9 –Appeal of Decision**

Unsuccessful respondents/firms shall have five business days from the delivery of County's letter of rejection to submit a written appeal, addressed directly to Sheriff Greg Munks at 400 County Center, Redwood City, CA 94063. Appeals received after the deadline will not be accepted. The written appeal should specifically address any perceived irregularities in the process and/or the RFP review committee's recommendation. The committee will review the written appeal, and to present to the Sheriff the reason for the committee's recommendations. An appeal that merely addresses a single aspect of the selected proposal, e.g., comparing the cost of the selected proposal in relation to the non-selected proposal, is not sufficient to support an appeal. A successful appeal will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Sheriff will respond to an appeal within ten (10) business days of receiving it, and the Sheriff may, at its election, set up a meeting with the respondent to discuss the concerns raised by the protest. The decision of the Sheriff will be final.

## **PART 10 – CONFIDENTIALITY OF PROPOSALS**

California Government Code Sections 6250 *et seq.* (the "Public Records Act") defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The County is subject to the California Public Records Act.

Any contract that eventually arises from this RFP is a public record in its entirety, as is all information submitted in response to this RFP except as outlined in this Section. Failure to comply with the procedures in this Section constitutes a waiver by the submitting party of any claim that the information is protected from disclosure.

If you submit information you claim is protected from disclosure as a trade secret or on any other basis, you must do **all** of the following:

- (i) Identify each page of such material as "CONFIDENTIAL";
- (ii) Place all such pages in a separate tab in the appropriate section of your submission as listed in Section V.C, below; and
- (iii) **Submit with your proposal a proposed non-disclosure agreement for review.**

For example, if your response contains confidential materials in Tabs 5 and 6, you should include separate tabs labeled "Tab 5-CONFIDENTIAL" and "Tab 6-CONFIDENTIAL" in the appropriate sections of your submission, and each page within those tabs must have the label "CONFIDENTIAL" on it. In this way you must segregate such materials in relation to each tab. You must also submit a proposed non-disclosure agreement.

Over-designation of materials as confidential, such as designating every page of a submission, may result in rejection of the entire proposal at the County's sole discretion. Failure to designate a portion of your submission as confidential means that you consent to that portion's release by the County if requested under the Public Records Act without further notice to you and that you will indemnify and hold harmless the County for release of such information.

The County of San Mateo does not represent or guarantee that any information submitted in response to this RFP will be kept confidential. If the County receives a request for any portion of a document submitted in response to this RFP that complies with the procedures in this Section, the County will not assert any privileges that may exist on behalf of the person or entity submitting the proposal but will notify the party that marked the pages/information "CONFIDENTIAL." It is the responsibility of the person or entity submitting the proposal to assert any applicable privileges or reasons why the portion of the document so marked should not be produced. If material is designated as confidential, the County will attempt in a timely manner to inform the person or entity that submitted such material of the public records request in order to permit the person or entity to assert any applicable privileges.

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, the County and/or its officers, agents and employees retain the discretion to release or withhold disclosure of any information submitted in response to this RFP.

**Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County and/or its officers, agents, or employees that the County has violated a respondent's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.**

## **PART 11 – GENERAL CONDITIONS**

- 11.01** The RFP responses should be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the RFP response meets the County's requirements. To this end, each RFP response should be as specific, detailed, and complete as to clearly and fully demonstrate

that the respondent has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The respondent and each of its members must verify the RFP response under oath.

- 11.02** The submission of a response to this RFP does not commit County to award a contract for the Project, to pay costs incurred in the preparation of responses to this RFP or to procure or contract for any services. Costs for preparing responses to this RFP will be paid entirely by the respondents.
- 11.03** County reserves the right to interpret or change any provision of this RFP at any time prior to the RFP submission date. Such interpretations or changes shall be in the form of addenda to this RFP and all respondents will be notified by email. County, in its sole discretion, may determine that a time extension is required for submission of responses to this RFP, in which case such addenda shall indicate a new RFP submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.
- 11.04** County retains the right to reject any and all responses to this RFP, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a respondent's qualifications as of proposal day. All decisions concerning respondent selection shall be made in County's best interests.
- 11.05** This RFP constitutes part of each proposal and includes the explanation of the County's needs, which must be met.
- 11.06** This RFP and all materials submitted in response to this RFP will become the property of the County.
- 11.07** Alteration of Terms and Clarifications. It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing and signed by the County and respondent selected, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between said parties hereto, shall be binding.
- 11.08** If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the respondent shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications to the RFP will be made by addenda as outlined above.
- 11.09** Clarifications will be sent by email to all parties. Each respondent must provide the County with electronic contact information in response to this RFP.
- 11.10** If a respondent fails to notify the County of an error in the RFP prior to the date fixed for submission, the respondent shall submit a response at his/her own risk, and if the respondent enters into a contract, the respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 11.11** Should respondent realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFP process for other reasons, said respondent is invited to submit to the Project Executive a written request and explanation of respondent's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant respondent's request to correct its RFP submittal.

- 11.12** Contact with County/Jail Planning Unit Employees is prohibited. As of the issuance date of this RFP and continuing until the final date for submission of proposals, all respondents are specifically directed not to hold meetings, conferences, or technical discussions with any County or Jail Planning Unit employee (or their agents or representatives), for purposes of responding to this RFP except as otherwise permitted by this RFP. Any respondent found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

**PART 12 – Negotiation of Contract**

Once a respondent is selected, the agreement with that firm must still be negotiated and submitted to the Sheriff and/or San Mateo County Board of Supervisors for approval, and there is no contractual agreement between the selected firm unless and until the Board of Supervisors or its designee, as applicable, accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to County management by way of an agreement does not constitute an offer, and respondents acknowledge by submission of a proposal that no agreement is final unless and until approved by the County Manager or the Board of Supervisors, as applicable. Should the selected firm not, in the County's determination, be prepared to negotiate in good faith; or should the selected firm not be able to meet the County's contractual terms and conditions which the County believes to be essential to a successful contract, the County reserves the right to terminate contract negotiations and begin contract negotiations with one or more than one of the remaining respondents.

**PART 13 – PROJECT EXECUTIVE**

All written inquiries and requests for additional information pertaining to this RFP, any addendum, or any matter relating to the architect selection process, must, unless otherwise identified in an addendum, be directed to the following designated Project Executive:

Lieutenant Deborah Bazan  
San Mateo County Sheriff's Office  
Jail Planning Unit  
400 County Center 3<sup>rd</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 508-6721  
Email: dbazan@smcgov.org

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**Greg Munks, Sheriff**



### **ANTICIPATED SCHEDULE OF EVENTS FOR RFP PROCESS**

RFP responses due: 2:30 pm	February 22, 2012
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Interviews	February 28, 2012
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Board of Supervisors approves contract	May 8, 2012
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County reserves the right to modify this schedule at any time at its sole discretion.

**Attachment A1****CM at Risk Fee Proposal**

	Estimated project construction cost is \$100M	Fee Percentage (Fee as % of Construction Cost)	Fee in \$ (Fee % multiplied by Construction Cost)
1	Pre-Construction Phase		
2	Construction Phase Service (General Conditions)		
3	CM at Risk Fee (Overhead & Profit)		
4	Total CM at Risk Cost Proposal Amount in Dollar (\$):		

Note 1: The Construction Budget does not include fees for professional architectural and engineering services, inspection, testing and inspection services, or Owner's contingency.

## Attachment B1

## CM Construction Phase Scope Details

	Temporary Facilities	Direct Cost of the Work	General Conditions	Overhead and Profit	SM County
1	Office Trailer/Rental		X		
2	Storage Trailer & Tool Shed Rental		X		
3	Office Furniture/Equip/computers		X		
4	Xerox Copies/Misc Printing		X		
5	Postage/UPS/FedEx		X		
6	Project Photographs		X		
7	Temporary Toilets		X		
8	Project Sign		X		
9	Temporary Fencing/Enclosures		X		
10	Covered Walkways		X		
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards		X		
19	Watchman Service		X		
20	Others-CM to include items not listed above				
	Miscellaneous Project Costs				
1	Premium – Contractor Performance and Payment Bonds			X*	
2	Premium - Contractor provided insurance (other than CCIP insurance)			X*	
3	Premium-CCIP insurance				X*
4	Premium - Subcontractor insurance	X			
5	Premium - Subcontractor performance and payment bonds	X			

6	Printing - Drwgs & Specs		X		
7	Initial Soils Investigation				X
8	Testing and Inspection				X
9	Maintenance After Occupancy				X
10	Facility Operator/Training		X		
11	Fees- Plan Check				X
12	Fees- Sidewalk Permit				X
13	Fees- Water Connection				X
14	Fees- Water Meter				X
15	Fees- Sanitary Sewer				X
16	Fees- Storm Drain				X
17	Fees- Gas Service				X
18	Fees- Power Service				X
19	Fees- Curb & Gutter				X
20	Fees- Sign				X
21	Others-CM to include items not listed above				
	* Contractor Bonds and Insurance costs are not to be subject to Contractor mark-up.				
	<b>Hoisting</b>				
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
4	Hoist Operator	X			
5	Hoist Safety Inspections	X			
6	Hoist Material Skips/Hoppers	X			
7	Erect & Dismantle Hoists	X			
8	Crane Rental	X			
9	Crane Operators	X			
10	Crane Safety Inspections	X			
11	Erect & Dismantle Crane	X			
12	Fuel, Repairs, Maintenance	X			
13	Crane Raising/Jumping Costs	X			
14	Temporary Elevator/Rental	X			

15	Elevator Operation Costs	X			
16	Elevator Repairs/Maintenance	X			
17	Cage Rider at Elevator	X			
18	Safety Inspections	X			
19	Forklift Rental	X			
20	Forklift Operator	X			
21	Forklift Safety Inspections	X			
22	Fuel, Repairs, Maintenance	X			
23	Elevator Service Costs	X			
24	Others-CM to include items not listed above				
	<b>Temporary Utilities</b>				
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation		X		
4	Elect Power Dist Wiring		X		
5	Elect Power Monthly Charges		X		
6	Water Service - Installation		X		
7	Water Service - Monthly Costs		X		
8	Heating & Cooling Costs		X		
9	Light Bulbs & Misc. Supplies		X		
10	Clean-Up-Periodical	X			
11	Clean-Up-Final	X			
12	Dump Permits and Fees	X			
13	Recycling/Trash Dumpster Removal/Hauling		X		
14	Flagger/Traffic Control	X			
15	Dust Control	X			
16	Temporary Road and Maintenance		X		
17	Trash Chute & Hopper		X		
18	Others-CM to include items not listed above				
	<b>CM Main Office Staff</b>				
1	Corporate Executives			X	
2	Principal in Charge			X	

3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to Project)			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	
18	Others-CM to include items not listed above				
	<b>On Site Staff</b>				
1	Project Executive/ Operation Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	BIM Coordinator		X		
8	Draftsman/Detailer/ Record Drawings		X		
9	Field Accountant/Clerical & Administrative		X		
10	Independent Surveyor	X			
11	Safety		X		
12	Runner		X		
13	Vacation Time/Job Site Staff		X		
14	Sick Leave/Job Site Staff		X		
15	Bonuses/Job Site Staff			X	
16	Quality Control Program		X		

	<b>Direct Job Costs</b>				
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment	X			
5	Rental-Contractor Owned Equip	X			
6	Small Tools - Purchase	X			
7	Small Tools - Rental	X			
5	Warranty Work & Coordination			X	
6	Corrective Work Damaged by GC or his subs			X	
7	Corrective Work Non-Conforming with Specs			X	
	CM@R General Conditions Total Cost transfer to Fee Proposal (Attachment A1)		\$		

## Attachment C1

## CM General Conditions

	Temporary Facilities	General Conditions	Unit	Quantity	Unit Cost	Total
1	Office Trailer/Rental	X				
2	Storage Trailer & Tool Shed Rental	X				
3	Office Furniture/Equip/computers	X				
4	Xerox Copies/Misc Printing	X				
5	Postage/UPS/FedEx	X				
6	Project Photographs	X				
7	Temporary Toilets	X				
8	Project Sign	X				
9	Temporary Fencing/Enclosures	X				
10	Covered Walkways	X				
11	Drinking Water/Cooler/Cup	X				
12	Safety/First Aid Supplies	X				
13	Fire Fighting Equipment	X				
14	Security Guards	X				
15	Watchman Service	X				
16	Others-CM to include items not listed above					
	<b>Miscellaneous Project Costs</b>					
1	Printing - Drwgs & Specs	X				
2	Facility Operator/Training	X				
3	Others-CM to include items not listed above					
4	* Contractor Bonds and Insurance costs are not to be subject to Contractor mark-up.					
	<b>Hoisting</b>					
	<b>Temporary Utilities</b>					
1	Telephone Installation	X				
2	Telephone Monthly Charges	X				
3	Elect Power Installation	X				
4	Elect Power Dist Wiring	X				



5	Elect Power Monthly Charges	X				
6	Water Service - Installation	X				
7	Water Service - Monthly Costs	X				
8	Heating & Cooling Costs	X				
9	Light Bulbs & Misc. Supplies	X				
10	Recycling/Trash Dumpster Removal/Hauling	X				
11	Temporary Road and Maintenance	X				
12	Trash Chute & Hopper	X				
13	Others-CM to include items not listed above					
	<b>CM Main Office Staff</b>					
1	Others-CM to include items not listed above					
	<b>On Site Staff</b>					
1	Project Executive/ Operation Manager	X				
2	Project Manager	X				
3	Project Superintendent	X				
4	Project Engineer	X				
5	Home Office Engineer	X				
6	Scheduling Engineer	X				
7	BIM Coordinator	X				
8	Draftsman/Detailer/ Record Drawings	X				
9	Field Accountant/Clerical & Administrative	X				
10	Safety	X				
11	Runner	X				
12	Vacation Time/Job Site Staff	X				
13	Sick Leave/Job Site Staff	X				
14	Quality Control Program	X				
	<b>Direct Job Costs</b>					
	CM@R General Conditions Total Cost transfer to Fee Proposal (Attachment A1)					\$

## **Construction Manager Request for Proposal Questions and Answers**

Please confirm a response to Section 6.03 D is not required if submitting as one firm.

***Confirmed.***

Items 4 and 5 of Section 6.02A were not required on resumes submitted for the SOQ. Please confirm this information is only required for any additional resumes submitted.

***Confirmed.***

Please confirm Section 6.04 Attachments A1, B1 and C1 should not be included within the 30 page count limitation.

***Confirmed.***

Please confirm MEP and Fire Sprinkler statement of qualifications required under Section 6.03H should not be included within the 30 page count limitation.

***Provide names only, part of 30 pages.***

Please advise if the requested projects within the past 5 years, required in Section 6.02 E, are for relevant projects or for all projects?

***Similar in scope to this project.***

Please provide the anticipated pre-construction and construction schedule durations for use in our fee and GC analysis so that all proposers are using the same durations.

**Assuming Design starts 5/15/2012, 100% Design to be completed approximately 12 months later. CM to provide most cost-effective optimal schedule.**

Are sections 6.04 Compensation and 6.05 Acceptance of County's Professional Services Agreement included in the 30 page limit count?

***Can be excluded from 30 page limit.***

In the general conditions spread sheet. It lists temporary power, electric, heat, etc., as being included in the CM's General Conditions. This needs to be calculated and included as part of our Construction Phase Service line 2 on attachment A1. Is the amount we are quoting for our trailer and office complex needs or does it also included the entire temporary power, heat, etc. for the building and all the sub trades - normally the building power and heat would be a direct reimbursable, cost of work. What about "finishing" power and fuel? Such as the electric and gas burned up during the last few months of the project, running the permanent lights and running the permanent chillers and heaters?

***Utility bills for final start up and commissioning (for the new Jail) will be reimbursable.***

Can we confirm that the Architect currently being selected will include mechanical, electrical professional engineers, consultants as part of the Architects' scope of services?

***Yes.***

Subcontractors selected by the CM at Risk to be Design Assist partners will not need to provide the engineered and stamped final mechanical and electrical drawings?

***Correct, if CM should hire the M/E/P design-assist subs as directed by the County, then Engineer of Record will be under Architect's team.***

We need to provide a schedule. Is there a tentative start date and finish date for the project?

***Assuming Design starts 5/15/2012, 100% Design to be completed approximately 12 months later. CM to provide most cost-effective optimal schedule.***

Attachment B1 has a row at the bottom that requests a dollar amount for "CM@R General Conditions Total Cost transfer to Fee Proposal (Attachment 1)". Attachment C1 has a row at the bottom that requests a dollar amount for "CM@R General Conditions Total Cost transfer to Fee Proposal (Attachment 1)".

Please confirm we are only to include the dollar amount in Attachment C1 with our RFP submittal as the Attachment B1 appears to be a responsibility matrix only.

***Confirmed.***

Attachment B1, Miscellaneous Project Costs, Rows 2 & 3, reference a CCIP being provided by SM County. Is it the County's intent to provide the insurance program as an Owner Controlled Insurance Program (OCIP)? Does CCIP mean County Controlled Insurance Program and not Contractor Controlled Insurance Program as the Attachment B1 indicates by SM County?

***CCIP is Contractor Controlled Insurance Program and should be classified as part of the General Conditions.***

Please confirm who is responsible for the Builder's Risk Insurance premium.

***It is part of CM's O/H and Profit, CM to breakdown all insurance items (except CCIP) as part of Attachment B1.***

In reference to Attachment B1, we recommend the following General Conditions Items be moved to Direct Cost of the Work and bid out at a later stage of design development.  
Temporary Fencing/Enclosures (Unable to accurately quantify scope at this time)

***Submit as part of General Conditions***

Covered Walkways (Unable to accurately quantify scope at this time)

***Delete this item.***

Security Guards (Unable to accurately quantify project needs at this time)

***Submit as part of General Conditions***

Watchman Services (Unable to accurately quantify project needs at this time)

***Delete this item.***

Facility Operator Training (Normally we would buy this from the Subcontractors for their specific equipment)

***This item should be reclassified as part of Direct Cost of Work.***

Temporary Road & Maintenance (Unable to accurately quantify scope at this time)

***Submit as part of General Conditions***

Please advise if it would be allowable to move these items into the Direct Cost of the Work in an effort to procure them in a competitive environment through subcontractors at a later stage of design development.

***See reply above.***

Are the Cost Attachments in Section 6.04 (A1, B1, C1) included in the 30 page count or can it be in a separate sealed envelope?

***Not included in the 30 pages.***

Regarding Section 6.03 H:

Are there any specific statement of qualifications that the County wants to review in regard to the top 3 MEP and Fire Protection Design Build Subcontractors?

***No, just provide subcontractor names.***

Depending on how detailed the qualifications are being requested above, is this section included in the 30 page count or can it be in a separate section, such as an Appendix?

***Included.***

Part 10 iii, asks to submit with your proposal a proposed non-disclosure agreement for review. Is this proposed non-disclosure agreement included in the 30 page count or can it be a in a separate section, such as an Appendix?

***Appendix.***

## **BUILDING INFORMATION MODELING**

**[To be Included in Both Architect Agreement and Construction Contract]**

### **1. Architect's Design and Initial Hosting of BIM**

- 1.1 Architect shall develop a Building Information Model ("**BIM**") based on the architectural and structural designs throughout design development, including development of the Design Development Phase Drawings, the final Drawings and any modifications approved by Owner.
- 1.2 Architect shall develop the BIM based on best practices within applicable architectural and engineering disciplines, including without limitation the applicable level of development ("**LOD**") for each element of the Project, and shall provide Owner with a report identifying such matters and areas for further (or lesser) development. Following Owner approval, Architect shall develop the BIM as directed or approved by Owner.
- 1.3 Architect shall host and manage the BIM during development of the Project's design. Architect's hosting and managing responsibilities shall include without limitation: (i.) collecting, coordinating, and the usability of, incoming models from Project participants; (ii.) maintaining periodic record copies; (iii.) aggregating incoming models and making the BIM available for use and viewing by Project participants; (iv.) performing and assisting in performing clash detection in the model and/or with any Owner-approved modifications; (v.) issuing periodic clash detection reports; (vi.) managing access rights; and (vii.) updating the BIM to reflect current designs and revisions.
- 1.4 Architect shall correct and clarify any clashes, coordination or issues resulting from the BIM within Architect's Basic Services. Coordination and design corrections and clarifications resulting from such further modeling (whether performed by Architect, Contractor or sub-contractors) shall be within Architect's Basic Services.

### **2. BIM Workshop and Pre-Construction Phase BIM Activities**

- 2.1 If directed by Owner, Contractor and all sub-contractors that will be interacting with or using BIM information will meet with Architect and its design team to develop protocols for developing, implementing, reviewing, and exchanging information through the BIM ("**BIM Workshop**"). Through the BIM Workshop, Contractor, major sub-contractors and Architect's design team will discuss, coordinate, test and adjust their BIM practices, to allow information to be used, to the greatest practical extent, by all parties for their respective purposes.

### **3. Transfer to and Hosting of BIM by Contractor**

- 3.1 Upon the completion of Final Construction Document, Architect will provide the BIM to Contractor who will host and manage the BIM through construction and until completion of the Project. Contractor will use the BIM to assist Contractor in its work to coordinate the design and the implementation of the design by Contractor and its sub-contractors. Contractor will manage the clash detection and coordination process during the construction phase, through preparation of all shop drawings and submittals necessary for construction. Contractor will continue to accomplish clash detection.

### **4. General**

- 4.1 Architect and Contractor and each major sub-contractor must be capable of utilizing the BIM to perform the functions assigned to them in paragraph 3 above.
- 4.2 The BIM and any portion of the BIM is a work for hire for the benefit of Owner and will be provided to Owner as a contract deliverable that may be used by Owner without restriction for

the use on this Project. Architect grants to Owner a license in perpetuity to use and reproduce the BIM and any portion of the BIM for any purpose whatsoever related to this Project. Contractor and its sub-contractors shall transfer to Owner copyrights or licenses necessary for Owner to use the BIM and supporting information.

- 4.3 The BIM is not a Construction Document or Contract Document, and does not supplement or supersede the final permitted Drawings or Specifications.